

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

AERATED WATER FACTORIES INDUSTRY AWARD - STATE 2003

Pursuant to s. 698 of the *Industrial Relations Act 1999*, the Aerated Water Factories' Industry Award - State 2003 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Aerated Water Factories' Industry Award - State 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

AERATED WATER FACTORIES INDUSTRY AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Aerated Water Factories' Industry Award - State 2003.

1.2 Arrangement

Subject Matter	Clause No.
PART 1 - APPLICATION AND OPERATION	
Title	1.1
Arrangement	1.2
Date of operation	1.3
Coverage	1.4
Definitions	1.5
Area of operation	1.6
Parties bound	1.7
PART 2 - FLEXIBILITY	
Enterprise flexibility	2.1
PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION	
Grievance and dispute settling procedure	3.1
PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS	
Contract of employment	4.1
Part-time employment	4.2
Casual employment	4.3
Juniors	4.4
Trainees	4.5
Two or more classes of work	4.6
Incidental and peripheral tasks	4.7
Anti-discrimination	4.8
Termination of employment	4.9
Introduction of changes	4.10
Redundancy	4.11
Continuity of service - transfer of calling	4.12

Subject Matter	Clause No.
PART 5 - WAGES AND WAGE RELATED MATTERS	
Definitions of classifications	5.1
Wage rates	5.2
Payment of wages	5.3
Allowances	5.4
Superannuation	5.5
PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK	
Hours of work	6.1
Working of a 38 hour week	6.2
38 hour week - procedures for enterprise level discussions	6.3
Meal breaks	6.4
Rest pauses	6.5
Boiling water to be provided	6.6
Shift work	6.7
Facilitative provisions procedure	6.8
Overtime	6.9
PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS	
Annual leave	7.1
Sick leave	7.2
Absenteeism control measures	7.3
Bereavement leave	7.4
Long service leave	7.5
Family leave	7.6
Donor leave	7.7
Jury service	7.8
Public holidays	7.9
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	
Training program	9.1
PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES	
Clothing, equipment and tools	10.1
Waterproof clothing	10.2
Wet weather	10.3
Occupational health and safety	10.4
First aid	10.5
PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS	
Right of entry	11.1
Time and wages records	11.2
Union encouragement	11.3
Posting of award	11.4
Provision of payroll deductions	11.5

1.3 Date of operation

This Award takes effect from 12 May 2003.

1.4 Coverage

This Award applies to all employers and their employees engaged in or in connection with aerated water, other soft drink, cordial, fruit juice, fruit juice drink, ginger-beer, hop beer, or other brewed non-alcoholic drink factories throughout the State of Queensland.

As to the employers named in the Schedule to this Award the provisions of the Award are modified in accordance with the requirements of the individual orders listed in such Schedule.

1.5 Definitions

- 1.5.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.5.2 An "aerated water, other soft drink, cordial, fruit juice, fruit juice drink, ginger-beer, hop beer, or other brewed non-alcoholic drink factory" means any store, cellar, or place where aerated waters, other soft drinks, cordials, fruit juices, fruit juice drinks, ginger-beer, hop beer, or other brewed non-alcoholic drinks are manufactured, bottled, sorted, distributed, stored, or prepared for sale.
- 1.5.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.4 "Junior" means an employee under the age of 18 years.
- 1.5.5 "Routine in-line testing" means product tests of a routine and/or simple nature as prescribed by the employer, which are performed by an employee in the course of or in addition to other duties pursuant to classification 4 in Part A or classification 2 in Part B of clause 5.2.1. These product test duties shall not involve persons under the control of the quality control section or in the laboratory.
- 1.5.6 "Union" means The Australian Workers' Union of Employees, Queensland.

1.6 Area of operation

For the purposes of this Award the following Divisions apply:

1.6.1 Divisions

Northern Division - That portion of the State north of a line commencing at the junction of the 21st parallel of latitude due west to the 147th degree of east longitude; then by that meridian of east longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State, including all islands north of the 21st parallel of south latitude which are within the State of Queensland.

Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement; and including all islands situated between the 21st and 22nd parallels of south latitude and within the State of Queensland.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions and excluding that area within the following boundaries: Commencing at Point Danger, and bounded then by the southern boundary of the State westerly to 151 degrees of east longitude; then by that meridian of longitude bearing true north to 24 degrees 30 minutes of south latitude; then by that parallel of latitude bearing true east to the sea-coast; and then by the sea-coast southerly to the point of commencement and all islands situated south of 24 degrees 30 minutes of south latitude and within the State of Queensland.

1.6.2 Districts

(a) Northern Division -

Eastern District - That portion of the above area along or east of 144 degrees 30 minutes of east longitude.

Western District - That portion of the above area west of 144 degrees 30 minutes of east longitude, including Thursday Island.

(b) Southern Division -

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

1.7 Parties bound

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

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

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

- 3.1.1 In the event of an employee having a grievance or dispute, the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of the Union, be reported to the relevant officer of the Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

4.1 Contract of employment

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

Employment categories are:

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

4.2 Part-time employment

Part-time employees may be engaged on the following terms:

- 4.2.1 A part-time employee means a weekly employee who is engaged to work on pre-determined days of the week for a regular number of hours, being more than 16 but less than 32 hours per week. Except as hereinafter provided, all conditions provided for weekly full-time employees shall apply to part-time employees.
- 4.2.2 Part-time employees shall be paid an hourly rate equal to 1/38th of the weekly rate prescribed in clause 5.2 for the classification under which they are engaged.
- 4.2.3 A part-time employee who works in excess of the ordinary daily or weekly hours prescribed in the contract of employment shall be paid overtime in accordance with clause 6.9 (Overtime).
- 4.2.4 Part-time employees shall be entitled to receive *pro rata* entitlements to annual leave, sick leave, bereavement leave, and long service leave, in accordance with the provisions contained in this Award.
- 4.2.5 Part-time employees shall be entitled to receive payment for ordinary hours they would have otherwise worked on any public holiday on which they would have been ordinarily rostered for duty.

4.3 Casual employment

- 4.3.1 "Casual employee" means an employee engaged for a period less than one week.
- 4.3.2 Casual employees shall be paid 25% per hour in addition to the rates set out in clause 5.2 for the class of work performed.
- 4.3.3 Casual employees on coming to work shall be provided with 3 hours' work, or if not provided with work, shall be paid for 3 hours.

4.4 Juniors

4.4.1 The proportion of Junior employees employed by any one employer shall not exceed 2 to every one or 2 seniors and one additional Junior to every senior over the first 2 seniors employed:

Provided that any one employer shall be entitled to employ one Junior:

Provided further that any working employer shall be deemed to be a senior for the purpose of clause 4.4.

4.5 Trainees

Trainees are engaged under this Award, except as amended from time to time by the Order for *Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)*.

4.6 Two or more classes of work

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

4.7 Incidental and peripheral tasks

- 4.7.1 Employees shall perform work as required by the employer provided that such work is reasonably within that employee's limits of such skills, competence and training:
Provided further that employees shall use tools and equipment as required by the employer subject to appropriate training having been given.
- 4.7.2 Any direction issued by the employer pursuant to clause 4.7.1 shall be consistent with the employer's responsibility to provide a safe and healthy working environment.

4.8 Anti-discrimination

- 4.8.1 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* which includes:
- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;
 - (b) sexual harassment; and
 - (c) racial and religious vilification.
- 4.8.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.8.3 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.
- 4.8.4 Nothing in clause 4.8 is to be taken to affect:
- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*; or
 - (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.9 Termination of employment

4.9.1 Statement of employment

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

4.9.2 Termination by employer

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

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

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least two years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:

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

- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's

employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.9.3 *Notice of termination by employee*

An employee on leaving shall give 2 days' notice or forfeit 2 days' pay in lieu of notice:

Provided that 2 days' notice shall not be continued from day to day after the first 2 days and shall not be counted as annual leave.

4.9.4 *Time off during notice period*

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

4.10 Introduction of changes

4.10.1 *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.

4.10.2 *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 4.10.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.11 Redundancy

4.11.1 *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 4.11.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.11.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.11.1 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 4.9.
- (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.

4.11.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.11.3 '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.

4.11.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.11.1 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.

4.11.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.11.1 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.

4.11.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.9.2(a) and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.11.1(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.

4.11.7 *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.

4.11.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.11.1(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.

4.11.9 *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.

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

Clause 4.11 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.

4.11.11 *Employees exempted*

Clause 4.11 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.

4.11.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.11 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.

4.11.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.11.6 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 (transmitter) 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 transmitter, and any prior transmitter, 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 transmitter; and
 - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.11.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.11.14 *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.

4.12 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 "Assistant Cordial and/or Syrup Maker" means a person who is involved in the syrup process after the preparation of simple syrups.
- 5.1.2 "Storeworker" means a person principally engaged in the reception or departure or storing or packing of any goods or materials associated with the aerated water factories industry within the boundaries of this Award, but shall not include any employee exclusively engaged in making sales.

5.2 Wage rates

5.2.1 The minimum rates of wages payable to employees shall be:

- (a) PART "A"- ESTABLISHMENTS WITH FLOW RATES OF 7000 LITRES PER HOUR OR MORE

A senior employee of a classification specified in the table hereunder working in an establishment with a flow rate of 7000 litres per hour or more shall be paid not less than the rate per week assigned to that classification for the area in which the employee is working as set out in the following table:

Number	Classification	Total Rate Per Week
--------	----------------	------------------------

\$

1.	Syrup maker where syrup room operations are computerised	604.50
2.	Cordial and/or syrup using recipes of formulae	596.00
3.	Pre-mix filler operator	585.60
4.	Assistant cordial and/or syrup maker; employees who under the direction of the employer or manager or the foreman are in charge of the running adjustment or running maintenance of automatic carbonating and/or fruit juice or aerated water machinery or plant; syrup filler operator, and/or syrup filler operator, employee engaged on Routine in-line testing	572.50
5.	Employee operating labelling, palletising or de-palletising, case packing or unpacking, or carton packing machines	570.90
6.	Employees engaged on bottling or canning line operations, including without limiting the foregoing, removing empty bottles on conveyors, attending or feeding or taking away from washing machines, sighting, inspecting, attending or operating sealing machines or labelling machines, filling cases with full bottles, and stacking cases on pallets, fruit juice extracting, cordial and/or syrup room (other than in classification No. 1, 2 or 4, plastic blow moulding machine operator, cleaner, case, crate, box and/or pallet repairer, all other adult employees not elsewhere specified	568.20
7.	Storeworker	604.10
8.	Driver of fork-lift with lifting capacity of: (a) up to and including 5000kg (b) over 5000kg, including twin fork-lift	604.60 607.60
9.	Trainee - first 4 weeks of service	568.20

(b) PART "B"- ESTABLISHMENTS WITH FLOW RATES OF LESS THAN 7000 LITRES PER HOUR

A senior employee of a classification specified in the table hereunder working in an establishment with a flow rate of less than 7000 litres per hour shall be paid not less than the rate per week assigned to that classification of the area in which the employee is working as set out in the following table:

Number	Classification	Total Rate Per Week \$
1.	Cordial and/or syrup maker using recipes or formulae	591.00
	Assistant cordial and/or syrup maker; employees who under the direction of the employer or manager or the foreman are in charge of the running adjustment or running maintenance of automatic carbonating and/or fruit juice or aerated water machinery or plant; syrup filler operator, and/or syrup filler operator; employee engaged on Routine in-line testing	572.50
3.	Employees engaged on bottling or canning line operations, including without limiting the foregoing, removing empty bottles on conveyors, attending or feeding or taking away from washing machines, sighting, inspecting, attending or operating sealing machines or labelling machines, filling cases with full bottles, and stacking cases on pallets, fruit juice extracting, cordial and; or syrup room (other than in classification No. 1 or 2, plastic blow moulding machine operator, shrink-wrap machine operator, cleaner, case, crate, box and/or pallet repairer, all other adult employees not elsewhere classified	568.20
4.	Storeworker	604.10
5.	Driver of fork-lift with lifting capacity of: (a) up to and including 5000kg (b) over 5000kg including twin fork-lift	604.60 607.60

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

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

5.2.2 *Divisional and district parities* - employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the rates of wages prescribed by clause 5.2.1 and 5.2.4 for employees employed within that District:

	Seniors Per week	Juniors Per week
	\$	\$
Northern Division, Eastern District	1.05	0.53
Northern Division, Western District	2.20	1.10
Mackay Division	0.90	0.45
Southern Division, Western District	1.05	0.53

5.2.3 *Supervisory allowance* - An employee who is appointed to supervise other employees shall be paid the following amounts:

	Per Day
	\$
1 to 10 employees	5.37
11 to 20 employees	8.34
21 or more employees	10.85

5.2.4 *Junior wages*

(a) Except as hereinafter prescribed the minimum rate of wages for Junior employees shall be the undermentioned percentages of the rates prescribed for the appropriate adult classification for the work performed for the area in which such Junior is working.

	Percentage of minimum senior rate %
Under 16 years	55
16 years and under 17 years	70
17 years and under 18 years	85

And thereafter at the rate prescribed in this Award for seniors.

(b) Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.

(c) The following shall be Juniors' work:

Any work in or associated with the factory except:

(i) taking general charge of machinery;

(ii) stacking, shipping or railing cases of bottled goods containing over 2 dozen quarts, 3 dozen pints or 4 dozen nips.

5.3 Payment of wages

5.3.1 Payment of wages shall be made weekly. Such payment shall include all wages due to an employee up to and including 2 days prior to the pay day.

5.3.2 *Method of payment* - Where practicable and provided that the method of wages payment is arranged by mutual

consent between the individual employee and the employer, the method of payment of wages shall be paid in accordance with clauses 5.3.2 (a) and (b).

- (a) Where payment is made in cash, payment shall be made not later than Wednesday of each week except where Monday is a public holiday in which case payment shall be made not later than Thursday.

Wages shall be paid in the employer's time, and any employee who is not paid within 15 minutes of such employee's ordinary ceasing time shall be deemed to be working during the time the employee is kept waiting, and paid overtime rates for all such waiting time.

- (b) Where payment is made by electronic funds transfer into a bank or building society account nominated by the employee, no charge shall be incurred by the employee as a result of this method of payment of wages.

Wages shall be transferred into the employee's nominated account, and shall be available within the employees account by the end of ordinary working hours on Thursday:

Provided that in any week in which a public holiday occurs on a Friday, wages shall be transferred so as to be available on the Wednesday prior, and provided further that when a public holiday occurs on any Thursday, wages shall be transferred so as to be available on the Tuesday prior. Any employee who does not receive payment of their wages due at their branch of bank or building society within fifteen minutes of such employee's ordinary ceasing time shall be deemed to be working during the time the employee is kept waiting, and paid overtime for all such waiting time.

5.3.3 Casual employees may by mutual consent with the employer be paid in accordance with clauses 5.3.1 and 5.3.2, or be paid in cash at the termination of each engagement.

5.3.4 Provided that once the method of payment of wages has been mutually arranged in accordance with clause 5.3, the employer shall not be entitled to alter such method.

5.3.5 *Payment of employees dismissed and terminated*

Except in the case of dismissal in accordance with the provisions of clause 4.9 or clause 4.11, or of an employee leaving the service of an employer without due notice, an employee dismissed shall be paid all wages due within fifteen minutes of ceasing work. If such wages are not paid within the time prescribed, waiting time of 8 hours in each 24 hours or part thereof in excess of fifteen minutes shall be paid for at ordinary time.

In the event of an employee being discharged or leaving without notice, such employee shall be paid all wages due within 24 hours of the termination of employment.

5.4 Allowances

5.4.1 *Fork-lift allowance* - employees required to operate a fork-lift, other than those engaged exclusively or substantially as driver of fork-lift, shall be paid 67.75c per hour in addition to their ordinary rate of wages.

5.4.2 *Employees handling money:*

- (a) Employees who are required to handle money shall be paid the following additional rates:

	Per Week \$
For any amount handled weekly:	
Up to \$20	0.80
Over \$20 but not exceeding \$200	2.30
Over \$200 but not exceeding \$600	4.70
Over \$600 but not exceeding \$1,000	6.30
Over \$1,000 but not exceeding \$1,200	8.40
Over \$1,200 but not exceeding \$1,600	9.50
Over \$1,600 but not exceeding \$2,000	11.00
Over \$2,000	12.70

- (b) When employees are held responsible for the collection of consignment notes, dockets, papers, money and other property of the employer, the employee shall be provided with suitable facilities for the protection of the employer's property.

5.5 Superannuation

In addition to any other entitlement pursuant to this Award, eligible employees (as defined in clause 5.5.1(a)) shall be

entitled to superannuation payments made by the employer into an approved occupational superannuation fund in accordance with the following provisions of clause 5.5:

5.5.1 Definitions

(a) "Eligible employee" means any employee having served 4 calendar weeks in employment (*pro rata* in the case of a casual employee), who shall have occupational superannuation payments paid by the employer retrospective to the date of commencement of employment.

(b) "Approved Fund" means:

(i) Sunsuper Pty Ltd.

(ii) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.5.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989, and continues to make such contributions:

Provided that the making of a deposit, an initial or other contributions subsequent to 29 September 1989, but on a retrospective basis, in respect of any period up to and including 29 September 1989, shall not under any circumstances bring a fund within the meaning of clause 5.5.1(b). The mere signing and submission of any nomination for membership documents to trustees of a fund prior to 29 September 1989 does not bring a fund within the meaning of clause 5.5.1(b).

(c) "Ordinary time earnings" means and includes:

(i) the weekly pay for rostered hours plus any overaward payments;

(ii) any appropriate all purpose allowances including leading hand allowance;

(ii) shift allowances and any additional amounts paid for shift work and ordinary time worked on Saturdays and Sundays.

5.5.2 Contributions

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

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

(b) Contributions for casual employees shall be on the same basis as weekly employees, or *pro rata* if less than a full week is worked, including casual loading.

(c) Eligible employees may personally contribute additional amounts into the fund in addition to the minimum employer contributions as set out in clause 5.5.2(a) by way of voluntary contribution and the employer shall (at the employee's written request) make arrangements for authorised deductions from the employee's pay to be forwarded to the administrators of the fund.

(d) The employer shall remit contributions to the approved fund on a monthly basis.

(e) The employer may suspend for the applicable period contributions made on behalf of an employee if the employee is absent from the workplace other than for annual leave, long service leave, public holidays, paid sick leave, or workers compensation leave for a period of not more than 26 weeks.

No additional amount shall be paid by the employer for the establishment, administration, management, or any other charges in connection with the Fund.

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

(b) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.

(c) A person must not coerce someone else to make an agreement.

(d) 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 s. 371 and s. 373 (time and wage records) of the *Industrial Relations Act 1999*.

- (e) Any dispute arising out of this process will be handled in accordance with the Disputes Resolution Procedure as contained in this Award.

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

6.1 Hours of work

6.1.1 (a) Subject to clause 6.2 and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:

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

(b) The ordinary hours of work prescribed shall be worked between the hours of 6.00 a.m. and 6.00 p.m., and may be worked on any 5 consecutive days in the week, Monday to Sunday inclusive, subject to the following:

- (i) ordinary hours worked on a Saturday or Sunday shall be paid at the appropriate week-end overtime rate specified in clause 6.9;
- (ii) 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.

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

6.1.3 The ordinary hours of work prescribed herein shall not exceed 10 hours on any day:

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

Provided further that where any arrangement of ordinary hours exceed 8 on any day, the Chief Industrial Inspector and the relevant Union shall be notified in writing within 14 days of commencement of work under such arrangement.

6.2 Working of a 38 hour week

6.2.1 The 38 hour week shall be worked on one of the following bases, most suitable to the particular enterprise, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:

- (a) by employees working less than 8 ordinary hours each day; or
- (b) by employees working less than 8 ordinary hours on one or more days each work cycle; or
- (c) by fixing one or more work days on which all employees will be off during a particular work cycle; or
- (d) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

6.2.2 Subject to the clause 6.1.3 employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.

6.2.3 Notwithstanding any other provision in clause 6.2, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, each accrued rostered day off shall be taken within 12 calendar months of the date on which that rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

6.2.4 Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections

of employees in the business concerned.

6.3 38 hour week - procedures for enterprise level discussions

- 6.3.1 The employer and all employees concerned in each establishment shall consult over the most appropriate means of working a 38 hour week.
- 6.3.2 The objective of such consultation shall be to reach agreement on the method of working the 38 hour week in accordance with clause 6.2.
- 6.3.3 The outcome of such consultation shall be recorded in writing.
- 6.3.4 In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.
- 6.3.5 Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is worked from time to time.
- 6.3.6 After implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered from time to time following negotiation between the employer and employees concerned, utilising clause 6.3, including clause 6.3.5.

6.4 Meal breaks

Employees shall be entitled to an unpaid meal break of a minimum of 30 minutes and a maximum of 60 minutes to be taken after the end of the 4th hour and prior to the start of the 6th hour from the commencement of the employees ordinary hours:

Provided that where agreed between the employer and the majority of employees directly affected meal times may be altered or staggered.

6.5 Rest pauses

Every employee covered by this Award shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of their daily work. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.

Provided that where there is agreement between the employer and the majority of employees, periods of work can be rearranged by moving rest pauses so there is less disruption to the daily work.

6.6 Boiling water to be provided

The employer shall provide boiling water for the main meal break and for each rest period.

6.7 Shift work

- 6.7.1 Shift work may be performed in 2 shifts or 3 shifts within a period of 24 hours and the hours of shift workers shall be as follows:

Day shift - 8.00 a.m. to 4.00 p.m.;
Afternoon shift - 1.00 p.m. to 12 midnight;
Night shift - 12 midnight to 8.00 a.m.:

Provided that other times may be mutually arranged between the employer and the majority of employees directly affected.

- 6.7.2 Shift workers whilst on afternoon and night shift shall be paid 15% more than the ordinary rate for such shift.
- 6.7.3 Where shift work is performed on week-ends one and a-half times ordinary rates shall be paid from midnight Friday to midnight Sunday.

6.8 Facilitative provisions procedure

The procedure for employers and employees to implement the facilitative provisions under Part 6 shall be in accordance with the following guidelines:

- 6.8.1 Facilitative provisions such as: hours of work - day/shift, meal breaks, staggered starting and finishing times, and

10 ordinary hours, can be negotiated between management and employees who are directly affected by such proposals.

- 6.8.2 Employees shall be represented by their local Union delegate/s and may have the right to be represented by their local Union official/s.
- 6.8.3 Facilitative provisions within clause 6.8 can only be implemented by agreement.
- 6.8.4 Facilitative provisions within clause 6.8 cannot be imposed by employers onto employees or vice versa.
- 6.8.5 Agreement is defined as obtaining consent of greater than 50% of employees directly affected.
- 6.8.6 All employees directly affected must be consulted as a group regarding the proposal, before any agreement can be reached.
- 6.8.7 Any agreement reached must be documented and must incorporate a review period. A copy of the agreement must be forwarded to the relevant Union delegate/s and State official/s.

6.9 Overtime

- 6.9.1 All work done in excess of 8 hours in any one day or in excess of the ordinary working hours per week or before the recognised starting time or after the recognised ceasing time shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.
- 6.9.2 (a) *Saturday work* - All work performed on Saturday shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.

(b) *Sunday work* - All work performed on Sunday shall be deemed to be overtime and shall be paid for at the rate of double time:

Provided that employees required to work overtime on Saturdays or Sundays shall be paid a minimum of 3 hours at the appropriate rate.

- 6.9.3 All work performed during meal hours shall be deemed overtime and shall be paid for at the rate of double time. Such rate shall be continued until a break for a meal is allowed.
- 6.9.4 Any employee who is required to continue working for more than 2 hours after the ordinary ceasing time shall be allowed 30 minutes for a meal after the second hour worked, also 45 minutes after each further 4 hours worked for which no deduction of pay shall be made.
- 6.9.5 *Meal Money* - Where employees are required to work for more than one hour beyond the ordinary ceasing time, such employee shall be paid the sum of \$9.60 as meal money or in the alternative the employer shall supply free to such employees a suitable meal in respect of each meal break provided for in clause 6.9.4.
- 6.9.6 Where an employee has been previously notified that the employee is required to work overtime and such overtime is not then worked, in the event of such employee having provided a meal as a result thereof, the employee shall be paid the \$9.60 meal allowance as provided notwithstanding the fact that no such overtime is worked.
- 6.9.7 An employee who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day, and that the employee has not at least 10 consecutive hours off duty between those times shall, subject to clause 6.9.7, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until released from duty for such period and shall be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 6.9.8 Any employee recalled to work overtime after having left the employer's premises shall be paid for not less than 4 hours at overtime rates in respect of each such recall:

Provided that clause 6.9.7 shall not apply where such overtime is worked continuously with ordinary hours of work.

- 6.9.9 Clause 6.9.7 shall apply in the case of employees who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

(a) for the purpose of changing rosters; or

(b) where an employee does not report for duty; or

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

PART 7- LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

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

(a) Not less than 5 weeks if employed on shift work where 3 shifts per day are worked over a period of 7 days per week; and

(b) Not less than 4 weeks in any other case.

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.6) shall be paid for by the employer in advance:

(a) In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under clause 5.2, at that excess rate; and

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

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due, the employee's pay, calculated in accordance with clause 7.1.6, for 4 or 5 weeks as the case may be and also the employee's ordinary pay for any public holiday occurring during such period of 4 or 5 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of the employee's pay for the period of employment if an employee to whom clause 7.1.1(a) applies, and 1/12th of the employee's pay for the period of employment if an employee to whom clause 7.1.1(b) applies, calculated in accordance with clause 7.1.6.

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

7.1.6 Calculation of annual leave pay

In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

(a) Shift workers - Subject to clause 7.1.6(c), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.

(b) Leading hands etc. - Subject to clause 7.1.6(c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.

(c) All employees - In no case shall the payment by an employer to an employee be less than the sum of the following amounts:

(i) The employee's ordinary wage rate as prescribed by this Award for the period of the annual leave (excluding shift premiums and weekend penalty rates);

(ii) Leading hand allowance or amounts of a like nature;

(iii) A further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.6(c)(i) and 7.1.6(c)(ii).

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.
- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if they 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.
- (f) Part-time employees accrue sick leave on a proportional basis.

7.2.2 *Employee must give notice*

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and the 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 evidence to the employer's satisfaction, about the nature and approximate duration of the illness.

7.2.4 *Accumulated sick leave*

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

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

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

7.2.5 *Workers' compensation*

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

7.3 Absenteeism control measures

- 7.3.1 Sick leave is unlike annual or long service leave in that it is conditional upon an employee being ill or injured to the point of being unfit for duty.
- 7.3.2 It is an insurance to protect the employee and the employee's family against hardship should the employee be unable to continue in the employee's normal occupation and shall be only so utilised.
- 7.3.3 This procedure is designed to curtail sick leave abuse by employees who are absent from work and who are not genuinely unfit for duty and is to operate notwithstanding the provisions of clause 7.2.
- 7.3.4 At the end of each 3 monthly period or as sick leave absenteeism for any employee warrants, by mutual agreement with the representative of the Union, the employer may review the sick leave records with a view to establishing a list of employees whose record of attendance gives cause of reasonable concern.
- 7.3.5 Any employee with an unsatisfactory record shall be interviewed by the employer in the presence of the district secretary of The Australian Workers' Union of Employees, Queensland or the employee's nominee if the employee so requests. If the discussion in respect to the absences does not provide satisfactory reason for the absences, then a letter of warning is to be sent to the employee and a copy to the nearest district secretary of The Australian Workers' Union of Employees, Queensland.
- 7.3.6 If no improvement is observed in the next period, the employee is to be again interviewed (as in clause 7.3.5),

and if the interview results in unsatisfactory reasons being given, then a second letter of warning sent to the employee and a copy to the nearest district secretary of The Australian Workers' Union of Employees, Queensland also indicating proof of illness or a certificate may be required for any absence.

- 7.3.7 If the above action still results in unsatisfactory attendance at work then a final warning is to be given and if this is disregarded then good grounds will have been established for termination of employment.
- 7.3.8 The above procedure does not operate to withdraw the employer's right to take termination action or other disciplinary action against any employee if that employee has been found guilty of filling out a false sick leave application form and claiming sick leave pay when that person was not genuinely on sick leave. That is a matter relating to fraudulent misrepresentation which may justify instant dismissal.

7.4 Bereavement leave

7.4.1 Full-time and part-time employees

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

7.4.2 Long-term casual employees

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.5.2

7.4.3 "Immediate family" includes:

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

7.4.4 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.

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

7.5 Long service leave

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

7.6 Family leave

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

7.6.1 It is to be noted that:

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

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

- (a) Maternity Leave
- (b) Parental Leave
- (c) Adoption Leave

(d) Special Responsibility Leave for the care and support of the employee's immediate family or household.

7.7 Donor leave

An employee who attends a recognised clinic for the purpose of donating blood during working hours shall, subject to normal staffing requirements, be allowed the necessary leave without loss of pay provided the employee shall not be entitled to payment with respect to time lost in excess of 2 hours on each occasion. An employee shall notify the employer as soon as possible of the time and date upon which the absence is intended for the purpose of donating blood.

7.8 Jury service

The employer shall pay any employee serving as a juror their weekly wage less the amount received as a juror:

Provided that no reduction from the weekly wage greater than the equivalent of payment of the time the employee is absent on jury service shall be made.

7.9 Public holidays

7.9.1 Subject to clause 7.6.7 all work done by any employee:

- 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,

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

7.9.2 Labour Day

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

7.9.3 Annual Show

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

7.9.4 Double time and a-half

For the purposes of clause 7.9, where the rate of wages is a weekly one, "double time and a-half" means one and one half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

7.9.5 Stand down

Any and every employee who, having been dismissed or stood down by the employer during the month of December in any year, shall be re-employed by that employer at any time before the end of the month of January in the next succeeding year, shall, if that employee shall have been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by the employer (at the ordinary rate payable to that employee, when so dismissed or stood down for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of dismissal or standing down to and including the date of the employee's re-employment as aforesaid.

7.9.6 Substitution

Where there is agreement between the majority of employees concerned and the employer, and subject to statutory

limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.9:

Provided that, where an employee is subsequently required to work on such substituted days, the employee shall be paid the rate applicable for the holidays that have been substituted.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

NOTE: No provisions inserted in this Award relevant to this Part.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training program

9.1.1 The parties acknowledge that varying degrees of training are provided to employees in the aerated water factories' industry via internal on-the-job training and also through external training facilities.

9.1.2 The parties to the Award are committed to continuing such training as is required and appropriate, and where necessary in cases improving training and/or access to training for employees.

9.1.3 The parties agree to continue discussions on issues raised relating to training.

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

10.1 Clothing, equipment and tools

10.1.1 Where it is necessary for an employee to wear protective clothing, aprons, boots or clogs, they shall be provided by the employer free of charge.

10.1.2 Cold room employees shall be provided with suitable insulating clothing.

10.1.3 All employees working on bottling machines, or required to bring their hands in contact with broken glass, shall be supplied with suitable protective gloves by the employer free of charge.

10.1.4 All employees required to work in an area where broken glass is on the ground shall be supplied with suitable protective boots by the employer free of charge.

10.1.5 Where in any factory the process of filling is carried out by other than automatic rotary or other automatic machines, the employees shall, if required, be supplied with face guards, elbow length gloves, or mittens of leather or some suitable material and chest protectors:

Provided that where the process is conducted by hand clause 10.1.5 shall apply unless adequate guards are provided on the machine for the safety of the employee.

10.2 Waterproof clothing

The employer shall supply, free of charge, waterproof boots and aprons to the following employees:

Cordial makers, filter employees and employees in water rooms, cordial mixers, and to employees watching and attending gas generators or any aerated plant, employees on crown corking machines, automatic bottling machines, on power driven labelling machines, and to employees bottling aerated cordial and/or carbonated waters, and waterproof boots and aprons to those employees working in wet places where their clothing may become wet because of the nature of their work.

10.3 Wet weather

Suitable waterproof clothing shall be supplied by the employer free of charge to employees who are required to work in the rain:

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

10.4 Occupational health and safety

10.4.1 The maximum weight in kilograms a Junior employee is permitted or allowed to lift, carry, or move by hand, shall be in accordance the Workplace Health and Safety Act 1995 and as displayed in the following table:

Age	Males Kg.	Females Kg.
Under 16 years	14	9
16 to 18 years	18	11.5
Over 18 years	-	16

10.4.2 An employee over 18 years of age shall not be permitted or allowed to lift, carry, or move by hand, an object so heavy that the employee considers it will be likely to cause risk of injury.

10.5 First aid

10.5.1 First aid kits maintained in accordance with the provisions of the *Workplace Health and Safety Act 1995*, and kept in suitable and secure cases shall be provided at central positions on the works so as to be at all times readily available for the use of the employees and the first aid attendant defined in clause 10.5.2.

10.5.2 *First aid allowance* - Where an employee of a section holds an appropriate first aid certificate as a first aid attendant an additional \$12.00 per week shall be paid when the said employee is appointed by the employer to act as the first-aid attendant for 3 days or more in any working week.

10.5.3 When employees are injured seriously or become seriously ill at work, the employer shall provide a means of getting them to the nearest hospital or pay expenses of transmission to hospital.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised Industrial Officer

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

11.1.2 Entry procedure

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

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or

- (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that the employee does not want that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the Award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

Clause 11.3 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.

11.3.1 Documentation to be provided by employer

At the point of engagement, an employer to whom this Award applies 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.

11.3.2 Union delegates

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.

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

11.3.3 Deduction of union fees

The employer shall, on the request in writing of any employee, pay to the Union out of the money due to such employee in respect of wages, the annual contribution of such employee as a member of the Union.

11.4 Posting of award

A copy of this Award, with all amendments, shall be exhibited in either the lunchroom or on the general notice board so as to be readily accessible to all employees engaged on the premises.

Appendix

Operator 1

Means an employee who performs work of a level of competence above Operator 2 who works under direct supervision as a syrup maker where syrup operations are computerised, a storeworker and a driver of forklift with lifting capacity up to and including 5000 kgs.

Operator 2

Means an employee who performs works of a level of competence above Operator 3 who works under direct supervision as a premix filler operator, or a cordial and/or syrup maker using recipes or formulae.

Operator 3

Means an employee who performs work of a level of competence above Operator 4 who works under direct supervision either individually or in a team and who demonstrates understanding and takes responsibility for basic quality standards, understands sequence of movements, can manually operate machines in accordance with established procedures, works in BEVTEX workshop excluding a trades person, includes an assistant cordial and/or syrup maker, and persons engaged in Routine in-line testing, has completed some training and demonstrates competence in more than one function work station and includes water treatment plant operators.

Operator 4

Means an employee including a person engaged in the first 4 weeks of employment who performs routine duties and training on any one or more of the following equipment which requires the exercise of minimal judgement under direct supervision and demonstrates competence in these allocated functions and includes tradespersons assistants.

Schedule

List of employers with Second Tier Orders which to

varying degrees modify the Provisions of this Award

Name	Case No.	Date of Order
Coca Cola Bottlers (North Queensland) Pty. Ltd	B791/88	7.10.88
Coca Cola Bottlers, Mackay.	B49/89	16. 2.89

Dated 13 March 2003.

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

Operative Date: 12 May 2003