

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

BLASTCOATERS OFFSITE AWARD - STATE 2002

Pursuant to s. 698 of the *Industrial Relations Act 1999*, the Blastcoaters Offsite Award - State 2002 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 Ambulance Blastcoaters Offsite Award - State 2002 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

BLASTCOATERS OFFSITE AWARD - STATE 2002

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Blastcoaters Offsite Award - State 2002.

1.2 Arrangement of award

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1.3 Date of operation

This Award takes effect from 6 January 2003.

1.4 Award coverage

1.4.1 The Blastcoaters Offsite Award - State will apply to employees who are engaged in the Blastcoating Industry as defined by this Award and whose rates of pay are prescribed by this Award and to the Construction, Forestry Mining and Energy, Industrial Union of Employees, Queensland.

- 1.4.2 This Award will not apply to employees who perform the work of Blastcoaters, as defined by this Award, but perform such work as incidental tasks to their main tasks for which the rates of pay are not prescribed by this Award.
- 1.4.3 This Award will not apply to the employers and employees of the following:
- (a) Building Construction Industry Award - State.
 - (b) Building Trades Public Sector Award - State.
 - (c) Civil Construction Operations and Maintenance General Award - State.
 - (d) Engineering Award - State.
 - (e) Electricity Supply Industry Employees' Award - State.
 - (f) Copper Refineries Pty. Ltd. - Townsville - Wages - Industrial Agreement.
- 1.4.4 This Award will not apply:
- (a) To employees covered by the Mount Isa Mines Limited Award;
 - (b) To employees in Sugar Mills when employed directly by the Sugar Mill owner;
 - (c) To employees of the Crown;
 - (d) To employees of the Queensland Railways Department.

1.5 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland and its members.

1.6 Area of operation

For the purposes of the Award, the Divisions and Districts will be as follows:

1.6.1 Divisions

- (a) Northern Division - That portion of the State along or north of a line 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 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.
- (b) 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 of 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.
- (c) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

1.6.2 Districts

- (a) Northern Division
 - (i) Eastern District - that portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.
 - (ii) Western District - The remainder of the Northern Division.
- (b) Southern Division
 - (i) 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.

(ii) Western District - The remainder of the Southern Division.

1.7 Leave reserved

- Definitions - Grades Six to Ten
- Wages - Grades six to Ten
- Industry Meetings

1.8 Definitions

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

1.8.2 "Abrasive Blasting" is defined as a stream of abrasive propelled at high speed by compressed air, water, steam, centrifugal wheels or paddles and includes high pressure water or steam blasting against a surface to clean out, gouge, abrade, etc or otherwise change the original appearance or condition of the surface.

1.8.3 "Blastcoater" includes but is not limited to:

- (a) Employees who mix and/or apply, and/or fix paint or like matter or substitutes, or mixtures, or compositions, or compounds or other protective or decorative coatings or finishes, or putty, stopping, caulking mixtures, compositions or compounds, oils, varnishes, water colours, lacquers, stains, epoxy coatings, lacquer mixtures and/or other specialised materials used in the blastcoating trade with a brush, spray, roller or other tool or remove paint or like matter or substitutes or mixtures or compositions, or compounds and finishes or other protective and/or decorative coatings and/or finishes or putty, stopping or caulking mixtures, compositions or compounds, oils, varnishes, water colours, lacquers, stains, epoxy coatings, lacquer mixtures and/or specialised other materials, powdercoating as performed as part of an overall process used in the blastcoating trade by heat, flame, water, steam solvents, electrical mechanical, airpowered or hand tools, or by grit, shot or other abrasives or by any other means.
- (b) Persons engaged in preparing all the work and all the material required in any of the above branches of the trade in any place.
- (c) Employees engaged in the Abrasive Blasting of concrete, the purpose of which is to expose the aggregate and/or the application of water proofing compounds whether for protective and/or decorative effect, and the application of same water proofing compounds to the concrete.
- (d) Employees engaged in the Abrasive Blasting of any surfaces in preparation for any subsequent application of protective coatings whether in open yards, or in grit and/or shot and/or blast rooms using any blasting medium.

1.8.4 "Blastcoating Industry" is the industry of the employment of persons employed or seeking to be employed in or in connection with the industries and/or occupations and/or callings and/or vocations and/or industrial pursuits of blastcoating in connection with buildings and structures, plant machinery and equipment fences and posts (commercial, residential, industrial or otherwise) general painting and applying of coatings of a protective or decorative nature including but not limited to the following:

- (a) The painting of ships including naval ships, and the painting of prefabricated ships and prefabricated parts of ships of every kind;
- (b) The painting of launches and/or boats of every kind and the painting of prefabricated launches and boats and the prefabricated parts of launches and boats of every kind;
- (c) The Abrasive Blasting and/or painting of or in connection with all buildings and structures, plant, machinery and equipment, fences and posts, (commercial, residential, industrial or otherwise), the painting of or in connection with prefabricated buildings and structures, plant, machinery and equipment both on and below the surface of the earth, (commercial, residential, industrial or otherwise) and any prefabricated or other parts of prefabricated buildings and structures as above;
- (d) The Abrasive Blasting and/or cleaning and/or painting of the exterior and interior of pipe lines on, above or below the surface of the earth and/or sea, conduits, valves, condensers, cocks, control and/or regulating stations or sub-stations, and/or pumping, suction, syphons or booster stations or sub-stations, and/or storage holders, pressure regulating holders and/or trestles, bridges, viaducts, pylons, conveyor lines and any other supports, and all machinery and appurtenances relating to the foregoing on water, land, above or below the

surface of the earth or sea, used or to be used for the purposes of storing and/or regulating and/or conveying liquids or gases including natural oils and gases and minerals;

- (e) The Abrasive Blasting of any surfaces whether in preparation for any subsequent application or not of protective or decorative coatings whether in open yard, or in grit and/or shot and/or blast rooms using any blasting medium the work of enamelling, lining, spraying and writing on cycles;
- (f) Mixing and/or applying and/or fixing paint or like matter or substitutes or mixtures or compositions, or compounds, or other protective or decorative or protective coatings and/or finishes, or putty, stopping, caulking mixtures, compositions or compounds, oils, varnishes, water colours, lacquers, stains, epoxy, coatings and/or other specialised materials used in the Blastcoating Industry with a brush, spray, roller or other tool or removing paint or like matter or substitutes or mixtures or compositions or compounds texture or plastic coatings and finishes or other protective and decorative coatings and or/finishes or putty, stopping, caulking mixtures, compositions or compounds, oils, varnishes, water colours, lacquers, stains, epoxy coatings, or other specialised materials used in the painting and Blastcoating Industry, by heat, flame, water, solvents, electrical, mechanical, airpowered or hand tools or by grit, shot steam or other abrasives or by any other means.

1.8.5 "Commission" means the Queensland Industrial Relations Commission.

1.8.6 "Union" means the Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland.

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 3.2.2, 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 3.2.2 will not result in resolution of the dispute.

- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the relevant 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 covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

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

4.2 Part-time employment

- 4.2.1 A part-time employee means a weekly employee who is engaged to work on predetermined days of the week for a regular number of hours, being more than ten but less than 38 hours. Unless otherwise provided, all conditions provided for permanent full-time employees will apply to part-time employees.
- 4.2.2 Part-time employees will be paid an hourly rate equal to 1/38th of the weekly rate prescribed by this Award 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 by this Award will be paid overtime in accordance with clause 6.5 (Overtime).
- 4.2.4 Part-time employees will be entitled to receive *pro rata* entitlements to annual leave, public holidays, sick leave, bereavement leave and long service, in accordance with the clauses contained in this Award.
- 4.2.5 A part-time employee will be entitled to the full provision prescribed for permanent employees under clauses 4.7 (Termination of employment), 4.8 (Introduction of changes) and 4.9 (Redundancy).

4.3 Casual employment

- 4.3.1 A casual employee will mean an employee who is engaged by the hour and who is employed for less than 38 ordinary hours per week.
- 4.3.2 Termination of employment by either party will be by giving 2 hours' notice or payment/forfeiture in lieu thereof.
- 4.3.3 A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate prescribed by this Award for the classification under which they are engaged and adding a loading of 23%. Such loading will be in lieu of all leave entitlements applicable to full-time employees under this Award, except long service leave.

4.4 Trainees

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

4.5 Incidental and peripheral tasks

- 4.5.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote deskilling.
- 4.5.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 4.5.3 Any direction issued by an employer pursuant to clauses 4.5.1 and 4.5.2 will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

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 varied from time to time which includes:
- (a) Discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
 - (b) Sexual harassment; and
 - (c) Racial and religious vilification.
- 4.6.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.6.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.6.4 Nothing in clause 4.6 is to be taken to affect:
- (a) Any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
 - (b) An employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.7 Termination of employment

4.7.1 Statement of employment

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

4.7.2 Termination by employer

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

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

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:

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

- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.7.3 *Notice of termination by employee*

The notice of termination required to be given by an employee is one day. 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.

4.7.4 *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.

4.8 **Introduction of changes**

4.8.1 *Employer's duty to notify*

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

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

4.8.2 *Employer's duty to consult over change*

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

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

4.9 **Redundancy**

4.9.1 *Consultation before terminations*

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

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

4.9.2 *Transfer to lower paid duties*

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

4.9.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.9.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.9.4 *Time off during notice period*

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

4.9.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.9 the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.9.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.7.2(a) and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.9.1(a) shall be entitled to the following amounts of severance pay:

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

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

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

4.9.7 *Superannuation benefits*

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

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

4.9.8 *Employee leaving during notice*

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

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

4.9.9 *Alternative employment*

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

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

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

4.9.11 *Employees exempted*

Clause 4.9 shall not apply:

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

4.9.12 *Employers exempted*

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

4.9.13 *Exemption where transmission of business*

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

4.9.14 *Incapacity to pay*

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

4.10 Continuity of service - transfer of calling

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classifications

5.1.1 *Grade one*

Grade one will mean an employee appointed as such who undertakes up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, workplace layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurances.

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

- performs simple, repetitive tasks;

- exercises minimal judgement;
- works under direct supervision;
- site induction;
- O.H.S. First aid stage one;
- introductory industry skills;
- basic fetch and carry;
- clean up, and set up site;
- collect and deliver goods and equipment;
- assisting in repairs and services within establishment;
- mix paint;
- masking;
- is undertaking structured training so as to enable them to work at grade two level;

NOTE: This classification level will not apply to employees who have previously completed up to 3 months employment at this level. Such employees will be classified no lower than grade two.

5.1.2 *Grade two*

Grade two will mean an employee appointed as such who has completed up to three months structured training or has equivalent experience so as to enable the employee to perform work within the scope of this level.

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

- performs tasks under direct supervision in accordance with strictly defined procedures (e.g. assist dogman/crane);
- feed abrasive pots and operate;
- fuel and oil daily, use of compressors;
- recognition of blast medium types;
- hand and mechanical cleaning;
- recognition of condition of steel/surface;
- able to exercise minimal judgement;
- O.H.S. First Aid Stage Two;
- basic keyboard Skills;
- Stage One Scaffolding
- has knowledge of health and safety in relation to task performed;
- performs a limited range of tasks of very low variety and complexity.

An employee will have at least three months service but not more than twelve months experience/service in this grade.

5.1.3 *Grade three*

Grade three will mean an employee appointed as such who has completed appropriate, accredited training or has acquired equivalent competency so as to enable the employee to perform work within the scope of this level.

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

- can perform tasks with general supervision, exercising limited discretion within defined procedures;
- relies on supervision for problem solving and work direction;
- is trained in and applies basic quality/service requirements;
- has knowledge of health and safety in relation to task performed;
- co-ordinates work in a team environment or works individually under general supervision.

This grade would involve the performance of one or more of the following pursuits:

- understanding of blast profiles;
- rigging (certificated);
- intermediate keyboard skills;
- stage two scaffolding;
- dog/crane chasers ticket;
- erect mobile stage/swing stage;
- O.H.S. first aid stage three;
- lubrication of machinery and similar equipment;
- HAZCHEM/Solvents;

- has a knowledge of the employer's operation as it relates to the work process.

5.1.4 *Grade four*

Grade four will mean an employee appointed as such who has completed appropriate, accredited training or has acquired equivalent competency so as to enable the employee to perform work within the scope of this level.

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

- assist in the provision of on the job training in conjunction with tradespersons and trainers;
- understanding of blast profiles;
- use and application of single pack coatings;
- is responsible for assuring the quality of their own work;
- introduction to airless spraying;
- perform basic quality checks on the work of others;
- co-ordinates work in a term environment or works individually under general supervision;
- paint technology and make up.

5.1.5 *Grade five*

Grade five will mean an employee appointed as such who is a tradesperson and has completed appropriate, accredited training or has acquired equivalent competency so as to enable the employee to perform work within the scope of this level.

A tradesperson at this grade performs work above and beyond the skills of an employee at Grade Four and to the level of their training:

- understands and applies quality control techniques;
- exercises good interpersonal and communication skills;
- performs work under limited supervision either individually or in a team environment;
- operates all lifting equipment incidental to their work;
- performs non-trade tasks incidental to their work;
- 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 tasks. Such incidental or peripheral work would not require additional formal technical training;
- able to inspect products and/or materials for conformity with established operational standards;
- works from complex instructions and procedures.

This grade would involve the performance of one or more of the following pursuits:

- performing specialist maintenance functions;
- works from production drawings, prints or plans;
- has a sound knowledge of the employer's operations as it relates to the production process;
- assists in the provision of on the job training in conjunction with tradespersons and trainers;
- test and inspect coatings;
- qualified in brush, roller, conventional spray, airless;
- exercises discretion within the scope of this grade;
- use and application of two pack coatings;
- advanced airless spraying.

5.1.6 The classification structures is reliant on employees having the skills knowledge and training to be able to competently perform the tasks listed in their particular classification and in preceding classifications as and when required to ensure the most efficient deployment of labour.

5.1.7 In all circumstances payment will reflect skills attained and utilised. Payments will not be made solely on skills attained. Skills attained must be used within the employers businesses.

5.1.8 Progression through or to higher classification or skill level will be paid at the previous classification rate for the duration of the training period.

5.2 **Wages**

5.2.1 The minimum rates of wages payable to the following classes of employees will be as follows:

Classification	Relativity	Award Rate Per Week \$
Grade One	78%	568.20
Grade Two	85%	597.40
Grade Three	90%	618.30
Grade Four	95%	639.10
Grade Five	100%	662.00

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.

5.3 Payment of wages

- 5.3.1 Wages will be paid weekly and during normal working hours.
- 5.3.2 On first pay day occurring during the employee's employment, an employee will be paid, whatever wages are due to the employee up to the completion of the employee's work on the previous day.
- 5.3.3 Upon termination of employment, wages due to an employee will be paid to the employee on the day of such termination, or forwarded to the employee by post on the next working day.
- 5.3.4 An employee kept waiting for their wages on pay day after the usual time for ceasing work will be paid at overtime rates for that time until the employee receives the wages.
- 5.3.5 Clause 5.3.1 and 5.3.4 will not have application in circumstances, where it is not reasonably practicable for a factory, workshop and/or organisation to comply with its obligations there under on account of causes for which it cannot reasonably be held responsible. Proof of the existence of such circumstances will be upon the employer. In such circumstances, the employer will pay wages as soon as it is reasonably practicable for it to do so.
- 5.3.6 Wages are to be paid not later than Thursday in each week, provided that when the Friday in that week is a public holiday, wages will be paid on the Wednesday in that week. However, the employer, the Union and a majority of employees may agree on an alternative day for wages to be paid to suit the requirements of the enterprise and the employees.
- 5.3.7 In the event that an employee by virtue of the arrangement of the employee's ordinary working hours, is to take a day off on a day which coincides with pay day, such employee will be paid no later than the working day immediately following pay day. Where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.
- 5.3.8 All wages, allowances and other monies will be paid in cash or; by cheque, bank cheque, bank or similar transfer or any combination thereof, as agreed by the employer, the Union and a majority of employees.

The shop, workshop and/or organisation will meet all bank charges and/or Federal and State Government charges.

All bank or similar transfers are to be made no later than the normal ceasing time on Thursday.

Where an employee nominates where wages are to be deposited, these wages will be available no later than the normal ceasing time on Thursday.

5.4 Higher duties

An employee engaged for more than four hours on any one day on work which carries a higher rate than their ordinary classification will be paid the higher rate for the whole day. If employed for four hours or less on any one day the employee will be paid at the highest rate for four hours.

5.5 Allowances

5.5.1 District allowances

In addition to the rates of wages set out in this Award for the Southern Division Eastern Districts, the following allowances will be paid to all employees covered by this Award employed in the following Divisions:

	Per Week \$
Northern Division	1.10
Northern Division	2.20
Southern Division, Western District	1.05
Mackay Division	0.90

5.5.2 Disability allowance

In addition to the rates prescribed in clause 5.2 an employee will be paid an allowance of \$68.10 per week to compensate for all disabilities associated with the industry including but not restricted to the following:

- (a) Climatic conditions when working in the open and on all types of work;
- (b) Climbing stairs and ladders, and working on all types of scaffolds;
- (c) Working in confined spaces;
- (d) Usually dirty work;
- (e) Disabilities associated with height and tower work including working on chimney stacks, spire, tower, radio or television mast or tower, air shaft, cooling tower, water tower or silo and the use of scaffolding and/or suspensions associated with such work;
- (f) Engaged on all spray applications carried out in other than a properly constructed booth, approved by the Division of accident prevention;
- (g) Dusty conditions;
- (h) The lack of the usual amenities associated with factory work (i.e. recreational facilities, sanitary conveniences, etc.);
- (i) Using toxic substances; and
- (j) Wet work.

5.5.3 Tool allowance

Employees required to supply tools for work on behalf of the employer will be paid \$5.90 per week.

5.5.4 First aid attendant

An employee who is qualified to provide first aid and who is appointed by the employer to carry out first aid duties in addition to the employee's usual duties will be paid \$13.20 per week.

5.5.5 Compensation for clothes and tools

An employee whose clothes, spectacles, boots, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, will be paid such amount to cover the loss thereby suffered by the employee as may be agreed upon between the employee and the employer. Clause 5.5.5 will not apply to company issued protective clothing where the company will have the option of immediate replacement.

An employee will be reimbursed by the employer to a maximum of \$1,431.00 for loss of tools or clothing by fire or theft whilst securely stored at the employer's directions in a designated area on the premises. Reimbursement will be at the current replacement value of new tools of same or comparable quality. The employer may elect to provide

comparable goods in lieu of monetary reimbursement. It is agreed that the employee will report any theft to the police prior to making a claim on the employer for the replacement of stolen goods.

5.6 Occupational superannuation

5.6.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees, as defined, shall be entitled to occupational superannuation benefits, subject to clause 5.6.

5.6.2 Contributions

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

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

(b) *Regular Payment* - The employer shall pay such contributions to the credit of each such employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.

(c) *Minimum level of earnings* - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.

(d) *Absences from work* - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.

(e) *Other Contributions* - Nothing in clause 5.6 shall preclude an employee from making contributions to a fund in accordance with the provisions thereof.

(f) *Cessation of Contributions* - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.

(g) *No Other Deductions* - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund, other than the remission of contributions as prescribed herein.

5.6.3 Definitions

(a) "Approved fund" means a fund approved for the purposes of this Award by the Industrial Relations Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by this Award. Such approved Fund may be individually named or may be identified by naming a particular class or category.

(b) "Eligible employee" shall mean any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.6.2 effective from the commencement of that qualifying period.

(c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.

(d) "Ordinary time earnings" shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading and leading hand, in-charge or supervisory allowances, fares and travelling allowances (as contained in clause 8.1) where applicable. The term includes any overaward payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, or any other extraneous payments of a like nature. [Note: for the purposes of clause 5.6.3(d) "ordinary hours of work" includes ordinary hours of shift work where applicable].

5.6.4 *For the purposes of this Award, an Approved Fund shall be:*

- (a) B.U.S. (QLD)
- (b) Sunsuper
- (c) MUST
- (d) AUST
- (e) QUEST
- (f) Spec
- (g) Any named fund as is agreed to between the relevant employer/union parties to this Award and as recorded in an approved Industrial Agreement.
- (h) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an award or an agreement approved by an Industrial Tribunal whether State or federal jurisdiction and already had practical application to the majority of award employees of that employer.
- (i) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship any Fund nominated by the employer and approved by the Brethren.
- (j) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a Fund cited in this Award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (k) 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 5.6.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contribution.
- (l) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
 - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
 - (ii) A person must not coerce someone else to make an agreement.
 - (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (time and wage records) of the Act.
 - (iv) Any dispute arising out of this process will be handled in accordance with the "grievance and dispute settling procedure" in this Award.

5.6.5 *Challenge of a Fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as an Industrial union whose registered list of callings incorporates any of the classification(s) of employees to whom this Award applies, may by notification of a dispute challenge a fund on the grounds that it does not meet the requirements of clause 5.6.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.6, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.6.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any fund complies with the requirements of the clause, the onus of proof shall rest upon the employer.

5.6.6 *Fund Selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 5.6.4(i), 5.6.4(j), 5.6.4(k), and 5.6.4(l), shall be determined by a majority decision of employees.
- (b) Employees to whom these clauses apply who are members of an established fund covered by clause 5.6.4(k) shall have the right by majority decision to choose to have the contributions specified in clause 5.6.2 paid into a Fund as provided for elsewhere in clause 5.6.4 in lieu of the established fund to which clause 5.6.4(k) has application.
- (c) The initial selection of a fund recognised in clause 5.6.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the Fund is clearly disappointing.
- (d) Where this provision has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation of this provision.

5.6.7 *Enrolment*

- (a) Each employer to whom clause 5.6 applies shall as soon as practicable as to both current and future eligible employees:
 - (i) Notify each employee of the employees entitlement to occupational superannuation.
 - (ii) Consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.6.4.
 - (iii) Take all reasonable steps to ensure that upon the determination of an appropriate Fund, each eligible employee receives, completes, signs and returns the necessary application forms provided by the employer, to enable that employee to become a member of the fund; and
 - (iv) Submit all completed application forms and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a Fund determined in accordance with clause 5.6.7 shall:
 - (i) complete and sign the necessary application forms to enable that employee to become a member of that fund; and
 - (ii) return such forms to the employer within 28 days of receipt in order to be entitled to the benefit of the contributions prescribed in clause 5.6.2.
- (c) Where an employer has complied with the requirements of clause 5.6.7(a) and an eligible employee fails to complete, sign and return the application form within 28 days of the receipt by the employee of that form, then that employer shall:
 - (i) Advise an eligible employee in writing of the non-receipt of the application form and further advise the eligible employee that continuing failure to complete, sign and return such form within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.6.
 - (ii) In the event that an eligible employee fails to complete, sign and return such application form within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form is received by the employer.
 - (iii) In the event that an eligible employee fails to return a completed and signed application form within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form is a pre-requisite to the payment of any occupational superannuation contributions.
 - (iv) At the same time as advising the eligible employee pursuant to clause 5.6.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.6.7(c)(i) and 5.6.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form in accordance with clause 5.6.7(a)(iii) the employer shall be obliged to make contributions as from the date the employee became an

eligible employee provided that the eligible employee completes, signs and returns to the employer an application form within 28 days of being provided with the application form by the employer. Where the eligible employee fails to complete, sign and return an application form within such period of 28 days the provisions of clause 5.6.7(c) shall apply.

5.6.8 *Unpaid Contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.6.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.6.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.6.5, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.6.8 excepting that resort to this provision shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

5.6.9 *Exemptions*

- (a) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.6 in the following circumstances:
 - (i) Incapacity to pay the costs associated with its implementation; or
 - (ii) Any special or compelling circumstances peculiar to the business of the employer.

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

6.1 Hours of work

6.1.1 *Hours for day workers*

- (a) Subject to clause 6.2 (Implementation of 38 hour week), and subject to the exceptions otherwise provided, the ordinary hours of work will 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 seven consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding fourteen consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding twenty-eight consecutive days.
- (b) The ordinary hours of work prescribed will be worked continuously, except for meal breaks and rest pauses, between 6 a.m. and 6 p.m. Monday to Friday. The spread of hours prescribed herein may be altered as to all or a section of employees provided there is agreement between the employer and the majority of employees concerned. Work done outside the hours of 6.00 a.m. to 6.00 p.m. will be at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of the clause.
- (c) The ordinary starting and finishing times of various groups of employees or individual employees, may be staggered and changed, provided that there is agreement between the employer and the majority of employees concerned.
- (d) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time preparation for work and cleaning up of the employee's person will be in the employee's time provided employees handling toxic substances or performing exceedingly dirty work have the right to wash up in the employer's time when the need arises.
- (e) The ordinary hours of work prescribed herein will not exceed 10 hours on any day.

Where the ordinary working hours are to exceed 8 on any day, the arrangement of hours will be subject to the agreement of the employer and the majority of employees concerned.

6.2 Implementation of 38 hour week

- 6.2.1 The 38 hour week will be implemented on one of the following basis, most suitable to the particular business, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:
- (a) By employees working less than eight ordinary hours each day; or
 - (b) By employees working less than eight 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 workcycle; or
 - (d) By rostering employees off on various days of the week during a particular work cycle, so that each employee has one day off during that cycle.
- 6.2.2 Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the business concerned.
- 6.2.3 *Providing for rostered days off*
- (a) The ordinary working hours will be worked in a 20 day cycle, Monday to Friday inclusive, with 8 hours worked for each of 19 days and with 0.4 of an hour on each of those days accruing toward the twentieth day which will be taken as a paid day off and known as a rostered day off.
 - (b) A rostered day off will be taken as follows:
 - (i) by fixing 1 week day on which all employees will be off during a 20 day work cycle; or
 - (ii) by rostering employees off on various days of the week during a 20 day cycle, so that each employee has one week day off.
 - (c) 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 five rostered days off. Where such agreement has been reached, the accrued rostered days off will be taken within twelve calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off will not be unreasonably withheld by either party.
 - (d) Accrued rostered days off owed to employee for time worked are payable in the case of termination of employment, on termination.
 - (e) An employee who has not worked a complete 20 day cycle will receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off, in the case of termination of employment, on termination.

6.3 38 hour week - Procedures for enterprise level discussions

- 6.3.1 The employer and all employees concerned in each establishment will consult over the most appropriate means of implementing and working a 38 hour week.
- 6.3.2 The objective of such consultation will be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.1.
- 6.3.3 The outcome of such consultation will be recorded in writing.
- 6.3.4 In case 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 Despite the consultative procedures outlined above, and regardless of any lack of agreement by employees the employer will have the right to make the final determination as to the method by which the 38 hour week is implemented or 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 negotiations between the employer and employees concerned, utilising clause 6.3.

6.4 Shift work

- 6.4.1 For the purposes of clause 6.4:

- "Afternoon Shift" means a shift finishing at or after 9.00 p.m. and at or before 11.00 p.m.

- "Night Shift" means a shift finishing after 11.00 p.m. and at or before 7.00 a.m.
- "Early Morning Shift" means a shift finishing after 7.30 p.m. and before 9.00 p.m.

- 6.4.2 Employees engaged on afternoon, night or early morning shifts for five days or more will be paid ordinary rates as prescribed within this Award with an additional 15% for each shift.
- 6.4.3 An employee who is employed for less than five consecutive shifts Monday to Friday will be paid for each day the employee works on any of the shifts referred to in clause 6.6.1 at the rate of time and a-half for the first two hours and double time thereafter. Provided that when a job finished after proceeding on shift work for more than one week, or the employee terminates the employee's service during the week, the employee will be paid at the rate specified in clause 6.4.2 for the time actually worked.
- 6.4.4 The ordinary hours of both afternoon and night shift will be eight hours daily inclusive of meal breaks. Where shift work comprises three continuous and consecutive shifts of eight hours each per day, a crib time of 20 minutes in duration will be allowed without deduction of pay in each shift, such crib time being in lieu of any other rest period or cessation of work elsewhere prescribed by this Award.

Paid leave taken during any cycle of four weeks and public holidays as prescribed in clause 7.6 (Public Holidays), will be regarded as shifts worked for accrual purposes. Except as provided above, employees not working a complete four week cycle will be paid accrued *pro rata* entitlements for each shift worked, in the case of termination of employment, on termination. When an employee accrues a rostered day off and the employer requires the employee to work on the rostered day off due to emergency reasons, the employee will be paid, in addition to this accrued entitlement, the penalty rates prescribed in clause 6.4.8.

For the purpose of clause 6.4 an employee will not be required to work for more than 5 hours without a meal break.

- 6.4.5 An employee will be given at least 48 hours notice of a requirement to work shift work.
- 6.4.6 The hours for shift workers when fixed, will not be altered except for breakdowns or other causes beyond the control of the employer, provided that notice of such alteration will be given to the employer not later than ceasing time of the previous shift.
- 6.4.7 For all work performed on a Saturday, Sunday or holiday, clauses 6.5 and 7.6 will be applicable in lieu of the rates prescribed in clause 6.4.2.
- 6.4.8 Work in excess of shift hours, Monday to Friday, other than public holidays, will be paid for at double time, provided that these rates will be based in each case on ordinary rates.
- 6.4.9 Shift work hours will be worked between Monday to Friday inclusive provided that an ordinary night shift commencing before, and extending beyond midnight Friday, will be regarded as a Friday shift.

6.5 Overtime

- 6.5.1 All time worked beyond the ordinary time of work inclusive of time worked for accrual purposes as prescribed in clauses 6.1 or 6.4.4 will be paid for at the rate of one and a-half times ordinary rates for the first 2 hours thereof and at double time thereafter.
- 6.5.2 An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) will be paid for a minimum of 3 hours work at the appropriate rate for each time the employee is so called. In the case of unforeseen circumstances arising, the employee will not be required to work the full 3 hours if the job the employee was recalled to perform is completed within a shorter period.

Clause 6.5 will not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

- 6.5.3 All work engaged in during the employee's meal break prescribed by clause 6.6 (Meal breaks) will be paid for at the rate of double time. Such payment is to continue until the employee has commenced their meal break.

However in cases where the employee has requested to shorten the meal break to the minimum 45 minutes, the employer will not be required to pay more than the ordinary rates of pay for the time worked as a result of such shortening, but such time will form part of the ordinary working time of the day.

- 6.5.4 When an employee, after having worked overtime and/or a shift for which the employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available the employer will provide the employee with transport to the employee's home or to the nearest public transport.
- 6.5.5 *Fatigue break*
- (a) An employee who works so much overtime:
- (i) Between the termination of the employee's ordinary work day or shift, and the commencement of work in the next day or shift that the employee has not at least 10 consecutive hours off duty between these times; or
 - (ii) On Saturdays, Sundays and holidays, not being ordinary working days or on a rostered day off, without having had 10 consecutive hours off duty in the 24 hours preceding the employee's ordinary commencing time on the employee's next ordinary day or shift, will subject to clause 6.5.5, be released after completion of such overtime until the employee has had 10 hours off duty without loss of pay for ordinary working time occurring during such absence;
 - (iii) An employee who has worked continuously (except for meal and crib times allowed by this Award) for 20 hours will not be required to continue at or recommence work for at least 12 hours.
- (b) If, on the instructions of the employee's employer, the employee resumes or continues to work without having had such 10 consecutive hours off duty, the employee will be paid at double rates until the employee is released from duty for such period and will then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) Clause 6.5.5 will apply in the case of shift workers as if 8 hours were substituted for 10 hours when overtime is worked:
- (i) For the purpose of changing shift rosters; or
 - (ii) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
 - (iii) Where a shift is worked by arrangement between the employees themselves.
- 6.5.6 An employer may require any employee to work reasonable overtime.
- 6.5.7 All work performed on any of the holidays prescribed in clause 7.6 (Public Holidays) or any day substituted in lieu thereof, will be paid for at the rate of double time and a-half.
- 6.5.8 Clauses 6.5.5 and 6.5.6 will apply in respect of work on a public holiday.
- 6.5.9 An employee required to work on a public holiday will be afforded at least 4 hours work or paid for 4 hours at the appropriate rate.
- 6.5.10 An employee required to work for at least 2 hours after working ordinary hours inclusive of time worked for accrual purposes will be paid by the employer an amount of \$11.30 to meet the cost of a meal.
- 6.5.11 Overtime work on Saturday will be paid for at the rate of time and a-half for the first 2 hours and double time thereafter.
- 6.5.12 All time worked on Sundays will be paid for at the rate of double time.
- 6.5.13 An employee required to work overtime on a Saturday or Sunday will be afforded at least 3 hours' work or paid 3 hours at the appropriate rate on a Saturday or four hours' work or paid 4 hours at the appropriate rate on a Sunday.
- An employee required to work on the Saturday following Good Friday will be afforded at least 4 hours work or paid for 4 hours at the appropriate rate.
- 6.5.14 An employee working overtime on Saturday or Sunday, will be allowed a rest period of 10 minutes between 9.00 am and 11.00 am. This rest period will be paid for as though worked.

6.6 Meal breaks

All employees will be allowed a break for a meal of not less than 30 minutes. Such meal break will be commenced not earlier than 4 hours and not later than 6 hours after commencement of ordinary work.

6.7 Rest pauses

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

An employer may elect to amalgamate the two 10 minute rest pauses into one 20 minute rest pause to be taken in the first part of the working day, with such working day, where it is practicable, divided into approximately 3 equal working portions. Where the method of taking such rest pauses is to be altered, the employer will notify all employees concerned at least 48 hours before such alterations.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 An employee (other than a casual employee) covered by this Award will at the end of each full year of employment be entitled to annual leave on full pay, as set out below.

7.1.2 The accrual rate for annual leave, will be as follows:

- (a) For non-continuous shift workers and day workers 152 hours per annum (i.e. 4 weeks annual leave per annum on a 38 hour week basis).
- (b) For continuous shift workers 190 hours per annum (i.e. 5 weeks annual leave per annum on a 38 hour week basis).

7.1.3 Annual leave will be exclusive of any public holidays which may occur during the period of that annual leave and (subject to clause 7.1.6) will be paid for by the employer in advance.

When taking annual leave employees are to be paid at the rate they are paid immediately prior to taking annual leave. If that rate is in excess of the amount prescribed in this Award, the employee is to be paid at the higher rate.

7.1.4 If the employment of any employee is terminated at the expiration of a full year of employment, the employer will be deemed to have given the holiday to the employee from the date of the termination of the employment and will forthwith pay to the employee in addition to all other amounts due to the employee, the employee's pay calculated in accordance with clause 7.1.6, for the employee's annual leave entitlements and also the employee's ordinary hours pay for any public holiday occurring during such period of annual leave.

7.1.5 If the employment of any employee is terminated before the expiration of a full year of employment, the employee will be paid, in addition to all other amounts due to the employee, an amount equal to 1/12th of the employee's pay for the period of the employee's employment, calculated in accordance with clause 7.1.6.

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* - Subject to the provisions of clause 7.1.6(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) The employee's ordinary wage rate as prescribed 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 17½% of the amounts referred to in clauses 7.1.6(a) and 7.1.6(b)

(d) Clause 7.1.6(c) does not apply to:

- (i) any period or periods of annual leave exceeding:
 - 190 hours (5 weeks) in the case of employees employed in a calling where three shifts per day are worked over a period of seven days per week;
 - 152 hours (4 weeks) in any other case; and
- (ii) employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.7 Annual leave will be granted at such time as is convenient to the employer but not later than 3 months after it becomes due except where an employer and an employee mutually agree to defer the taking of the leave. Unless the employee will otherwise agree the employer will give the employee at least 14 days' notice of the date from which the employee's annual leave will be taken.

Except in the case of termination of service it will not be lawful for the employer to give or for any employee to receive money in lieu of annual leave.

Annual leave will be in addition to any notice of termination of service.

If an employee is engaged on country work when annual leave is granted and the employee returns to the place of engagement, or if employed prior to going to country work the place regarded as such employee's headquarters, by the first reasonable means of transport, the employee's annual leave will commence on the first full working day following the employee's return to the place of engagement or headquarters as the case maybe.

7.1.8 *Leave allowed before due date*

An employer may allow an employee to take annual leave prior to the employee's right thereto. In such circumstances the qualifying period of further annual leave will not commence until the expiration of 12 months in respect of which the leave so allowed was taken.

7.1.9 *Annual close down*

Despite anything contained in this Award, an employer giving any leave in conjunction with the Christmas New Year holidays may, at the employer's option, either:

- (a) Stand off without pay during the period of leave any employee who has not yet qualified under clause 7.1; or
- (b) Stand off for the period of leave any employee who has not qualified under clause 7.1 and pay the employee (up to the period of leave then given) at a rate of 1/12th of an ordinary week's wages in respect of each 38 hours' continuous service (excluding overtime):

Where an employer decides to close down the employer's establishment at the Christmas-New Year period for the purpose of giving the whole of the annual leave due to all, or the majority of employees then qualified for such leave, the employer will give at least 2 months' notice of such intention to do so.

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.

7.3 Bereavement leave

7.3.1 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.

7.3.2 *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 1 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 Family Leave

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

7.4.1 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.

7.4.2 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.

7.5 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 1, Part 3, sections 42-58 of the Act as amended from time to time.

7.6 Public holidays

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

7.6.2 All work done by any employee on:

- the 1st of January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- the Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

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

7.6.3 Labour Day

All employees covered by this Award will be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983-1990*, to be kept in place of the holiday), irrespective of the fact that no work be performed on that 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 rates prescribed for such work with a minimum of 3 hours.

7.6.4 Annual Show

All work done by employees in a district specified from time to time by the Minister by notification published in the *Gazette* on the day appointed under the *Holidays Act 1983-1990*, to be kept as a holiday in relation to the Annual agricultural, horticultural or industrial show held at the principate 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 3 hours.

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

7.6.5 Payment for certain holidays falling after termination

An employer who terminates the employment of an employee except for reasons of misconduct or incompetence (proof of which will lie upon the employer) will pay the employee a day's ordinary wages for each holiday prescribed in clauses 7.6.2 and 7.6.3 which falls within 10 consecutive days after the day of termination.

7.6.6 *Double time and a-half*

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

7.6.7 *Extra payment for working certain hours on holidays*

All time worked on any of the above holidays, outside the ordinary starting and ceasing times prescribed by this Award will be paid for at double the rate prescribed by the Award.

7.6.8 *Crib breaks - overtime on public holidays*

An employee working overtime on a public holiday will be allowed a paid crib time of 20 minutes after four hours work, to be paid for at the ordinary rate of pay, but clause 7.6.8 will not prevent any arrangements being made for the taking of a 30 minute meal period, the time in addition to the paid 20 minutes being without pay. In the event of an employee being required to work in excess of a further four hours, the employee will be allowed to take a paid crib time of 30 minutes, which will be paid at the ordinary rate of pay.

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, will be entitled to payment at the ordinary rate payable to that employee when dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and the 1st January (New Year's Day).

7.6.10 *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 holidays 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. 25 December) is to be paid at the rate of double time.
- (e) Nothing in clause 7.6.10 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu

7.7 **Jury service**

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all

types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

8.1 Fares and travelling time

8.1.1 Any employee who on any day is required to commence work away from the recognised starting place, at the permanent depot, workshop, yard or headquarters of the employer will be paid the following allowance:

- (a) Metropolitan radial area - When employed on work located within a radius of 50 kilometres from the G.P.O. \$15.40 per day.
- (b) Other radial areas - The fares allowance defined in 8.1.1(a) be paid for work performed by employees employed on a distant job as defined in clause 8.2 when the work is carried out away from the place, where with the employers approval, the employee is accommodated for the distant job in accordance with the following radius of 50 kilometres from the place of accommodation.
- (c) Country radial areas - An employer whose business or branch or work shop/depot thereof is established in any place (other than on a construction site) outside the areas mentioned in 8.1.1(a) for the purpose of engaging in work therefrom, will in respect to employees engaged in work for that establishment, pay the allowances therein mentioned for work located within a radius of 50 kilometres from the post office nearest the establishment.

8.1.2 Outside radial areas

Where an employee travels daily from inside any radial area mentioned above to a job outside that area, that employee will be paid:

- (a) The allowance prescribed in 8.1.1(b); and
- (b) In respect of travel from the designated radius to the job and returned to that radius:
 - (i) The time outside ordinary working hours reasonably spent in such travel calculated at ordinary hourly "on site" rates to the next quarter of an hour with a minimum payment of one half an hour per day for each return journey;
 - (ii) Any expenses necessarily and reasonably incurred in such travel, which will be 44 cents per kilometre where the employee uses the employee's own vehicle.

8.1.3 Transfer during working hours

An employee transferred from one site to another during working hours will be paid for the time occupied in travelling and, unless transported by the employer, will be paid reasonable cost of fares by most convenient public transport between such sites. Where an employer requests an employee to use the employee's own car to effect such a transfer and the employee agrees to do so the employee will be paid an allowance to the rate of 83 cents per kilometre.

8.1.4 Provision of transport

The allowance prescribed in 8.1.1 will not apply to any employee to whom the employer provides a vehicle or transport from the employees home or accommodation to the designated job site. Any transport supplied is to be equipped with suitable seating accommodation and is covered when necessary, so as to be weather proof.

8.2 Living away from home - distant work

8.2.1 Qualification

An employee will be entitled to clause 8.2 when employed on a job or construction work at such a distance from the employee's usual place of residence, that the employee cannot reasonably return to that place each night under the following conditions:

- (a) The employee is maintaining a separate place of residence to which it is not reasonable to expect the employee to return each night, and
- (b) The employee on being requested by the employer informs the employer, at the time of engagement, that the employee maintains a separate place of residence from the address recorded on the job application.

8.2.2 Entitlement

Where an employee qualifies under clause 8.2.1, the employer will either:

- (a) Provide the worker with reasonable board and lodging; or
- (b) Pay an allowance of \$390.20 per week of seven days, but such allowance will not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job, the allowance will be \$55.80 per day. The foregoing allowance will be increased, if the employee satisfies the employer, that the employee reasonably incurred a greater outlay than that prescribed. In the event of disagreement, the matter may be referred to the Commission for determination.

"Reasonable board and lodging" means lodging in a well kept establishment with three adequate meals each day, adequate furnishings, good bedding, good floor covering, good lighting and temperature control and with hot and cold running water, in either a single room or a twin room, if a single room is not available.

8.2.3 Travelling expenses

An employee who is sent by the employer or selected or engaged by an employer or agent to a job which qualifies the employee to clause 8.2 will not be entitled to any of the allowances prescribed by clause 8.1 for the period occupied in travelling from the employee's usual place of residence to the distant job but in lieu thereof will be paid:

- (a) Forward journey -
 - (i) For the time spent in travelling, at ordinary rates up to a maximum of 7.6 hours per day for each day of travel (to be calculated as the time taken by rail or the usual travelling facilities).
 - (ii) For the amount of a fare on the most common method of public transport to the job (bus, economy air or first class rail fare) and any excess payment due to transporting the employee's tools, if such is incurred.
 - (iii) For any meals incurred while travelling.
- (b) Return journey - An employee will, for the return journey, receive the same time, fares and meal payments as provided in clause 8.2.3(a), together with an amount of \$18.40 to cover the cost of transporting the employee and the employee's tools from the main public transport terminal to the employee's usual place of residence.

8.2.4 Daily fares allowance

An employee engaged on a job which qualifies the employee to clause 8.2 and who is required to reside elsewhere from the employee's employment will be paid the allowance prescribed by clause 8.1.

8.2.5 Week-end return home

An employee on distant work may, after 2 months' continuous service and thereafter at monthly intervals, return to the employee's home at weekends. The employee will be paid reasonable fares for the quickest available means of public transport including air travel and may include taxis to and from stations, bus terminals or airports, when the use of taxis is justified in travelling to the employees home and to the place or work. If the work upon which the employee is engaged will be completed within 28 days after the expiration of any such period for 3 months, as herein before mentioned, then clause 8.2.5 will not be applicable.

PART 9 - TRAINING AND RELATED MATTERS

9.1 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 to the use of skills acquired.

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

10.1 First aid

10.1.1 A first aid kit, of not less standard than set out below will be provided and maintained by the employer on each job.

At places of work where not more than six persons are employed, the first aid outfit will be equipped and maintained to contain at least the following:

Dustproof Container	Roller Bandages 3 X 2.5 cm; 1 X 7.5 cm;
Antiseptic Solution - 60 ml;	Prepared Adhesive dressing;
Sal Volatile - 31.10348 g;	Tweezers - 1 pair;
Burn Cream - 1 tube;	Scissors 4 in - 1 pair;
Rubber Haemorrhage Arrester - 1;	Safety Pins - 1 dozen;
Triangular Bandage - 1;	Medicine Glass - 30 ml - 1;
Plain Gauze - 31.10348 g;	Eye Bath - 1;
First Aid Pamphlet - 1;	Cotton Wool - 31.10348 g;
Castor Oil - 30 ml;	Lint - 31.10348 g;
Bi Carbonate Soda - 62.206 g;	Small bowl for bathing minor wounds;
Drinking utensil - 1.	

10.1.2 When an employee is so seriously injured that it is not practical for the employee to travel alone, the employer will as soon as possible supply a means, free of charge, to convey the employee to the nearest hospital or doctor at which the employee is to be treated.

10.2 Health and safety

10.2.1 Hotwork

An employee who works in a place where the temperature has been raised by artificial means to 35 degrees Celsius and above and where such work continues for more than 2 hours, will be entitled to 20 minutes rest after every 2 hours work without loss of pay.

10.2.2 Cold work

An employee who works in a place where the temperature is lowered by artificial means to less than zero degrees Celsius and where such work continues for more than 2 hours, will be entitled to 20 minutes rest after every 2 hours without loss of pay.

10.2.3 Wet work

When an employee is instructed by the employer or the employer's authorised representative to work in the rain and by so doing gets wet clothing the employee will be paid double rates for all time so worked with a minimum of one hour.

Such payment will continue until such time as the employee finishes work or is able to change into dry clothing.

10.2.4 Toxic substances

An employee required to use toxic substances or materials of a like nature will be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.

Employees using such materials will be provided with and will use all safeguards as are required by the appropriate government authority, or in the absence of such requirement, such safeguards as are defined by a competent authority or person chosen by the Union and the employer.

For the purpose of clause 10.2.4 toxic substances will include solvent based and/or epoxy based materials and all materials, which include or require the addition of catalyst hardener and reactive additives or two pack catalyst system will be deemed to be materials of a like nature.

10.2.5 Asbestos

Employees required to use materials containing asbestos or to work in close proximity to employees using such materials will be provided with and will use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus).

10.2.6 Brewery cylinders

A Blastcoater in brewery cylinders or stout tuns will be allowed 15 minutes spell in the fresh air at the end of each hour worked. Such 15 minutes will be counted as working time and will be paid for as such. The rate for working in brewery cylinders or stout tuns will be at the rate of time and a half.

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 Award posting

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

11.4 Union delegates or union representatives

11.4.1 An employee appointed as a Union delegates/Union representative upon notification by the Union to the employer be recognised as the accredited representative of the Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland and be allowed all necessary time during working hours to submit to the employer matters affecting the employees they represent and further, will be allowed reasonable time during working hours to attend to job matters affecting the Union. A Union delegate will notify the employer's representatives and the delegate's Union prior to the calling of any stop work meeting.

11.4.2 Prior to dismissal or transfer, two days' notice will be given to any Union delegate and the Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland. Payment in lieu of notice will not be given. In the event of the Union disputing the decision of management to transfer or terminate the service of the Union delegate, the Union delegate will remain on the job until the grievance procedure in clause 3.1 has been completed.

11.5 Union encouragement

Clause 11.5 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Queensland Industrial Relations 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 an organisation of employees that has the right to represent the industrial interests of the employees concerned.

11.5.1 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.

11.5.2 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.

11.5.3 Deduction of Union fees

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer, their desire to have such membership fees deducted from their wages.

11.6 Trade union training leave

11.6.1 Subject to all qualifications in clause 11.6, an employee appointed or elected as an accredited representative of the Union (as defined in clause 11.6.2) to which the employee belongs will, upon application in writing to the employer, be granted up to 5 days leave with pay each calendar year non-cumulative to attend courses conducted or approved by the Union.

(a) Such courses will be designed and structured with the objective of promoting good industrial relations within the Blastcoating Industry.

(b) Consultation may take place between the parties in the furtherance of this objective.

11.6.2 For the purposes of clause 11.6 an "accredited representative of the Union" will mean a Union delegate recognised by the employer in accordance with clause 1.5 of this Award.

11.6.3 The following scale will apply:

No. of employees covered by this Award -	Max No. Employees Eligible to Attend Per Year	Max No. Days Permitted Per Year
Up to 15	1	5
16-30	2	10
31-50	3	15
51-100	4	20
101 and over	5	25

11.6.4 The application for leave will be given to the employer at least 6 weeks in advance of the date of commencement of the course, and will contain:

- (a) The name of the employee seeking the leave;
- (b) The period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
- (c) The title, general description and structure of the course to be attended and the location of where the course is to be conducted.

- 11.6.5 The employer will advise the Union within seven clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.
- 11.6.6 The time of taking leave will be arranged so as to minimise any adverse effect on the employer's operation. The onus will rest with the employer to demonstrate an inability to grant leave when an eligible employee is otherwise entitled. If a problem occurs in the granting of leave to the employee, then this matter be referred to the industrial parties of this Award for resolution.
- 11.6.7 An employer will not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of clause 11.6 ordinary time earnings will be defined as the relevant award classification rate including supplementary payments, shift work loadings where relevant plus overaward payments where applicable.
- 11.6.8 Leave rights granted in accordance with clause 11.6 will not result in additional payment for alternative time off to the extent that the course attended coincides with an employee's day off in a 19 day month work cycle or with any other leave.
- 11.6.9 An employee on request by the employer will provide proof of the employee's attendance at any course within 7 days. If an employee fails to provide such proof, the employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the employee.
- 11.6.10 Leave of absence granted pursuant to clause 11.6 will count as service for all purposes of this Award.
- 11.6.11 Any dispute as to any aspect of the operation of clause 11.6, will be resolved in accordance with the dispute settling procedure in clause 3.1.

Dated 6 November 2002.

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

Operative Date: 6 January 2003