

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

BREWING INDUSTRY AWARD - STATE 2003

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

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

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

BREWING INDUSTRY AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Brewing Industry Award - State 2003.

1.2 Arrangement

Subject Matter	Clause No.
PART 1 - APPLICATION AND OPERATION	
Title	1.1
Arrangement	1.2
Application of award	1.3
Date of operation	1.4
Definitions	1.5
Divisions and districts	1.6
Parties bound	1.7
PART 2 - FLEXIBILITY	
Enterprise flexibility	2.1
PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION	
Grievance and dispute settling procedures	3.1
Consultation	3.2
PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS	
Contract of employment	4.1
Anti-discrimination	4.2
Termination of employment	4.3
Introduction of changes	4.4
Redundancy	4.5
Continuity of service - transfer of calling	4.6
Customs and practices	4.7
PART 5 - WAGES AND WAGE RELATED MATTERS	

Subject Matter	Clause No.
Classification definitions	5.1
Classification/reclassification	5.2
Wages	5.3
Divisional and District allowance	5.4
General allowances	5.5
Occupational superannuation	5.6
 PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK	
Hours of work	6.1
Shift allowance	6.2
Meal breaks, crib breaks and rest pauses	6.3
Overtime	6.4
 PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS	
Annual leave	7.1
Sick leave	7.2
Bereavement leave	7.3
Long service leave	7.4
Family leave	7.5
Public holidays	7.6
Jury service	7.7
 PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK	
No provisions inserted in this Award relevant to this Part.	
 PART 9 - TRAINING AND RELATED MATTERS	
Training	9.1
 PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES	
Protective equipment	10.1
 PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS	
Right of entry	11.1
Time and wages record	11.2
Union encouragement	11.3
Paid education leave	11.4
Union representatives	11.5
Award to be posted	11.6
Comparative schedule of old classifications:	Schedule 1
List of employers with 2nd tier Orders	Schedule 2

1.3 Application of award

1.3.1 This Award will apply throughout the State of Queensland to all classes of employees referred to who are employed by companies engaged in the brewing of beer or the malting of grain:

Provided that this Award will not apply to employees who are engaged in the brewing of beer:

(a) at Sanctuary Cove and Power Brewing Company Limited;

(b) employed under the Brewing Industry - Queensland Breweries Employees' Award 2003.

1.3.2 As to the employers named in the Schedule 2 of this Award, the provisions of the Award are modified in accordance with the requirements of the individual Orders listed in such Schedule.

1.4 Date of operation

This Award takes effect from 1 September 2003.

1.5 Definitions

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

1.5.2 "Commission" means the Queensland Industrial Relations Commission.

1.5.3 "Continuous Shift Work" means work that is continuous for 24 hours per day 7 days per week for an unbroken period, except in the case of floods, fire or breakdowns:

Provided that by mutual consent provisions may be made for the rotation of shifts.

1.5.4 "Juniors" means and be deemed to be any persons under the age of 21 years who are in receipt of less than the prescribed wage for adults.

1.5.5 "Shift Work" means work done by separate relays of employees on consecutive shifts working recognised hours proceeding, during or following ordinary working hours.

1.5.6 For any classification in this Award for which there is no definition, the definition of that classification in any one of the following Awards will apply:

Building Trades Public Sector Award - State 2002;
Carting Trade Award - Mackay and Northern Divisions 2003;
Engineering Award - State 2002; and
Miscellaneous Workers Award - State 2002

Any changes to a classification defined in one of the above Awards is made by a decision of the Commission which:

(a) changes the definition; and/or

(b) changes the work value reflected in the relative wage rates of classifications in that particular Award; and/or

(c) is superseded or complemented by another classification which is defined,

are incorporated in this Award, if the employer and the Union concerned agree that the change is relevant to the Brewing Industry. If agreement cannot be reached the matter may be determined by the Commission.

1.5.7 "Union" means Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees and/or Federated Engine Drivers' and Firemens' Association of Australasia Queensland Branch, Union of Employees and/or The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland and/or The Electrical Trades Union of Employees of Australia, Queensland Branch and/or The Plumbers and Gasfitters Employees Union of Australia, Queensland Branch, Union of Employees and/or Australian Building Construction Employees and Builders' Labourers' Federation (Queensland Branch) Union of Employees and/or Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland and/or The Australian Workers' Union of Employees, Queensland and/or Federated Ironworkers Association of Australia (Queensland Branch) Union of Employees.

1.6 Divisions and Districts

For the purposes of this Award, the Divisions and Districts are as follows:

1.6.1 Divisions

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; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees 30 minutes of south latitude; from that latitude due west to the western border of the State.

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; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees of south latitude; from that latitude due east to the sea coast; from the sea-coast northerly to the point of commencement.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

1.6.2 Districts

(a) Northern Division:

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

Western District - The remainder of the Northern Division.

(b) Southern Division:

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

Western District - The remainder of the Southern Division.

1.7 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.3 and their employers, and the:

- (a) Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees;
- (b) Federated Engine Drivers' and Firemens' Association of Australasia Queensland Branch, Union of Employees;
- (c) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- (d) The Electrical Trades Union of Employees of Australia, Queensland Branch;
- (e) The Plumbers and Gasfitters Employees Union of Australia, Queensland Branch, Union of Employees;
- (f) Australian Building Construction Employees and Builders' Labourers' Federation (Queensland Branch) Union of Employees;
- (g) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- (h) The Australian Workers' Union of Employees, Queensland;
- (i) Federated Ironworkers Association of Australia (Queensland Branch) Union of Employees; and
- (j) their respective members

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedures

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

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably

practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of a Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to any dispute shall give due consideration to matters raised or any suggestion or recommendation made by an Industrial Commissioner 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.

3.2 Consultation

- 3.2.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the brewing industry and to enhance the career opportunities and job security of employees in the industry.
- 3.2.2 At each plant or enterprise, an employer, the employees and their relevant Union or Unions commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or Union or Unions for consideration consistent with the objectives of clause 3.2.1 shall be processed through that consultative mechanism and procedures.
- 3.2.3 Measures raised for consideration consistent with clause 3.2.2 shall relate to implementation of the new classification structure, the facilitative provisions contained in this Award and, subject to clause 9.1 matters concerning training:

Provided that without limiting the matters to be discussed, paramount will be the organisation and performance of work, workplace health and safety and other matters concerning the parties.

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

4.1 Contract of employment

- 4.1.1 All employees will be engaged by the week. Wages will be paid either weekly or fortnightly in the employer's time by way of cash or funds transfer. This does not apply to casuals employed in accordance with this Award.
- 4.1.2 *Casual employees* - are employees engaged by the hour and will be paid an hourly rate calculated at 1/40th of the appropriate weekly rate plus a loading of 23%

- 4.1.3 An employer may direct an employee to carry out any duties which are consistent with the classification structure of this Award but these duties must not be designed to promote deskilling.
- 4.1.4 An employer may direct an employee to carry out any duties and use any tools and equipment as may be required if the employee has been properly trained to use those tools and equipment.
- 4.1.5 Any direction issued by an employer pursuant to clauses 4.1.3 and 4.1.4 will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.2 Anti-discrimination

- 4.2.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:
 - (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
 - (b) sexual harassment; and
 - (c) racial and religious vilification.
- 4.2.2 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.
- 4.2.3 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.
- 4.2.4 Nothing in clause 4.2 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 organization, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.3 Termination of employment

4.3.1 *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.

4.3.2 *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.

4.3.3 *Notice of termination by employee*

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

4.3.4 Annual leave shall not be used to provide the notice prescribed in clauses 4.3.2 and 4.3.3 unless mutually agreed.

4.3.5 *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.

4.4 **Introduction of changes**

4.4.1 *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.

4.4.2 *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 4.4.1.
- (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.

4.5 **Redundancy**

4.5.1 *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 4.5.1(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.

4.5.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.5.1 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 4.3.
- (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.

4.5.3 *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 4.5.3, '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.

4.5.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.5.1, 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.

4.5.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.5.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.5.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.3.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in

clause 4.5.1(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.

4.5.7 *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.

4.5.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.5.1(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.

4.5.9 *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.

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

Clause 4.5 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.

4.5.11 *Employees exempted*

Clause 4.5 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.

4.5.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.5 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.

4.5.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.5.6 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 4.5.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.5.14 *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.

4.6 **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.

4.7 **Customs and practices**

Certain customs and practices in existence at the making of this Award which have been agreed to by the parties in writing will continue in force.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classification definitions

5.1.1 *Outline of classification structure*

Wage Group	Classification Title	Minimum Training Requirement
B1	Advanced Engineering Tradesperson Level I	1st Year of Advanced Certificate
B2	Engineering Tradesperson - Special Class Level II	Post Trade Certificate or Formal Equivalent
B3	Engineering Tradesperson - Special Class Level I	Completion of 66% of qualification for B2
B4	Engineering Tradesperson - Level II	Completion of 33% of qualification for B2

B5	Engineering Tradesperson - Level I Production System Employee	Trade Certificate or Production/Engineering Certificate III
Wage Group	Classification Title	Minimum Training Requirement
B6	Engineering/Production Employee - Level III	Production/Engineering Certificate II
B7	Engineering/Production Employee - Level II	Production/Engineering Certificate I
B8	Engineering/Production Employee - Level I	In House Training

5.1.2 Previous employment at a classification level in this Award shall be deemed to be sufficient to enable an employee to be engaged at that level with another employer.

5.1.3 The following wage groups are to be read in conjunction with Schedule 1.

5.1.4 *Wage group B8*

Engineering/Production Employee Level I - An employee who will complete -

- (a) 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, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance);
- (b) up to 3 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 to the level of their training:

- (i) Works under direct supervision either individually or in a team environment.
- (ii) Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults.
- (iii) Understands and utilises basic statistical process control procedures.

5.1.5 *Wage group B7*

Engineering/Production Employee Level II - An employee who has completed a Production/Engineering Certificate I or equivalent training 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 B8 and to the level of their training:

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

5.1.6 *Wage group B6*

Engineering/Production Employee Level III - An employee who has completed a Production/Engineering Certificate II or equivalent training or 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 B7 and to the level of their training:

- (a) works from complex instructions and procedures;
- (b) assists in the provision of on the job training to a limited degree;
- (c) co-ordinates work in a team environment or works individually under general supervision;

(d) is responsible for assuring the quality of their own work.

5.1.7 *Wage group B5*

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

- (a) Engineering Tradesperson (electrical/electronic) Level I;
- (b) Engineering Tradesperson (mechanical) Level I;
- (c) Engineering Tradesperson (fabrication) Level I;
- (d) "X" Tradesperson ("Y" Stream) Level I;

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

An Engineering Tradesperson Level I works above and beyond an employee at B6 and to the level of their training:

- (i) understands and applies quality control techniques;
- (ii) exercises good interpersonal and communications skills;
- (iii) exercises keyboard skills at a level higher than B6;
- (iv) exercises discretion within the scope of this grade;
- (v) performs work under limited supervision either individually or in a team environment;
- (vi) operates all lifting equipment incidental to their work;
- (vii) performs non-trade tasks incidental to their work;
- (viii) performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.
- (ix) able to inspect products and/or materials for conformity with established operational standards.

Production System Employee - A Production Systems employee is an employee who, while still being primarily engaged in engineering/production work, applies the skills acquired through the successful completion of a trade certificate level qualification in the production, distribution, or stores functions according to the needs of the enterprise.

A Production Systems employee works above and beyond an employee at B6 and to the level of their training:

- (a) understands and applies quality control techniques;
- (b) exercises good interpersonal communications skills;
- (c) exercises discretion within the scope of this grade;
- (d) exercise keyboard skills at a level higher than B6;
- (e) performs work under general supervision either individually or in a team environment;
- (f) able to inspect productions and/or materials for conformity with established operational standards.

5.1.8 *Wage group B4*

Engineering Tradesperson Level II - An Engineering Tradesperson Level II is a:

- (a) Engineering Tradesperson (electrical/electronic) Level II; or
- (b) Engineering Tradesperson (mechanical) Level II; or
- (c) Engineering Tradesperson (fabrication) Level II; or
- (d) "X" Tradesperson ("Y" stream) Level II

who has completed the following training requirement:

- (i) 3 appropriate modules in addition to the training requirements of B5 level; or
- (ii) 3 appropriate modules towards an Advanced Certificate; or
- (iii) 3 appropriate modules towards an Associate Diploma;

prescribed in the Manual which will subsequently form an Appendix to this Award.

An Engineering Tradesperson Level II works above and beyond a Tradesperson at B5 and to the level of their training:

- (i) Exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed by the Manual which will subsequently form an Appendix to this Award.
- (ii) Exercises discretion within the scope of this grade.
- (iii) Works under general supervision either individually or in a team environment.
- (iv) Understands and implements quality control techniques.
- (v) Provides trade guidance and assistance as part of a work team.
- (vi) Exercises trade skills relevant to the specific requirements of the enterprise at a level higher than Engineering Tradesperson Level I.

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

5.1.9 *Wage group B3*

Engineering Tradesperson Special Class Level I - A Special Class Engineering Tradesperson Level I means a:

- (a) Special Class Engineering Tradesperson (electrical/electronic) Level I; or
- (b) Special Class Engineering Tradesperson (mechanical) Level I; or
- (c) Special Class Engineering Tradesperson (fabrication) Level I; or
- (d) "X" Special Class Tradesperson ("Y" stream) Level I

who has completed the following training requirement:

- (i) 6 appropriate modules in addition to the training requirements of B5 level; or
- (ii) 6 appropriate modules towards an Advanced Certificate; or
- (iii) 6 appropriate modules towards an Associate Diploma;

prescribed in the Manual which will subsequently form an Appendix to this Award.

A Special Class Engineering Tradesperson Level I works above and beyond a Tradesperson at B4 and to the level of their training:

- (1) Exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed by the Manual which will subsequently form an Appendix to this Award.
- (2) Provides trade guidance and assistance as part of a work team.
- (3) Assists in the provision of training in conjunction with supervisors and trainers.
- (4) Understands and implements quality control techniques.
- (5) Works under limited supervision either individually or in a team environment.

5.1.10 *Wage group B2*

Engineering Tradesperson - Special Class Level II - A Special Class Engineering Tradesperson Level II means a:

- (a) Special Class Engineering Tradesperson (electrical/electronic) Level II; or
- (b) Special Class Engineering Tradesperson (mechanical) Level II; or
- (c) Special Class Engineering Tradesperson (fabrication) Level II; or
- (d) "X" Special Class Tradesperson ("Y" stream) Level II

who has completed the following training requirement:

- (i) 3 appropriate modules in addition to the requirements of B3 level; or
- (ii) 9 appropriate modules towards an Advanced Certificate; or
- (iii) 9 appropriate modules towards an Associate Diploma;

prescribed in the Manual which will subsequently form an Appendix to this Award.

An Engineering Tradesperson Special Class Level II works above and beyond a Tradesperson at B3 and to the level of their training:

- (1) Exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed by the Manual which will subsequently form an Appendix to this Award.
- (2) Provides trade guidance and assistance as part of a work team.
- (3) Provides training in conjunction with supervisors and trainers.
- (4) Understands and implements quality control techniques.
- (5) Works under limited supervision either individually or in a team environment.

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

5.1.11 Wage group B1

Advanced Engineering Tradesperson - Level I

Engineering Technician Level IV

Advanced Engineering Tradesperson Level I - An Advanced Engineering Tradesperson Level I means a:

- (a) Advanced Engineering Tradesperson (electrical/electronic) Level I;
- (b) Advanced Engineering Tradesperson (mechanical) Level I; or
- (c) Advanced Engineering Tradesperson (fabrication) Level I; or
- (d) "X" Special Class Tradesperson ("Y" stream) Level I

who has completed:

- (i) 12 appropriate modules of an Advanced Certificate; or
- (ii) 12 appropriate modules of an Associate Diploma; or
- (iii) equivalent accredited training.

as prescribed in the Manual which will subsequently form an Appendix to this Award.

An Advanced Engineering Tradesperson Level I works above and beyond a Tradesperson at B2 and to the level of their training:

- (1) Undertakes quality control and work organisation at level higher than for B2.
- (2) Provides trade guidance and assistance as part of a work team.
- (3) Assists in the provision of training to employees in conjunction with supervisors/trainers.
- (4) Performs maintenance planning and predictive maintenance work not in technical fields.
- (5) Works under limited supervision either individually or in a team environment.
- (6) Prepares reports of a technical nature on specific tasks or assignments as directed.
- (7) Exercises broad discretion within the scope of this level.

5.1.12 Engineering streams

The Classification definitions recognise 3 broad engineering streams, namely: electrical/electronic; fabrication and mechanical. Entry to training in any engineering stream is not conditional on Union membership. The streams are defined as:

- (a) Electrical/electronic stream - including the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices systems, equipment and controls, e.g. electrical wiring, motors, generators, PLC's and other electronic controls, instruments, refrigeration, telecommunications, radio and television, communications and information processing.
- (b) Mechanical Stream - including the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments, refrigeration, and the use of related computer controlled equipment, e.g. computer numeric controlled machine tools.
- (c) Fabrication - including fabrication, forging, carpentry, plumbing, founding, structural steel erection, electroplating, metal spinning, metal polishing, sheet metal work and the use of related computer controlled equipment. This includes fabrication in all metals, plastics, carbon fibre, composite materials, ceramics and other materials.

5.1.13 Vocational fields

There are 2 vocational fields: trade and production.

- (a) Trade - Includes an employee who possesses as a minimum qualification a trade certificate in any of the engineering streams (as defined).
- (b) Engineering/production field - The engineering/production field shall include employees primarily engaged in production work including production, distribution, stores and warehousing, but does not require a qualification in the trade, technical or supervisory fields.

5.2 Classification or reclassification

In order to assist in the classification or reclassification of employees the following arrangements will apply:

- (a) the parties at each plant or enterprise will undertake appropriate consultation in accordance with clause 3.2;
- (b) any disputes in relation to classification or reclassification will be handled in accordance with clause 3.1.

5.3 Wages

5.3.1 Award rate of pay

Wage Group	Wage Rate Per Week \$
B8	644.60
B7	653.70
B6	675.30
B5	717.30
B4	724.60
B3	734.20

Wage Group	Wage Rate Per Week \$
B2	756.60
B1	791.50

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.

5.3.2 Juniors

(a) Junior rate of pay

Age	Percentage of minimum adult rate %
18 years and under 19 years	65
19 years and under 20 years	75
20 years and under 21 years	85

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

(b) Juniors employed in production areas other than as an Apprentice or Trainee (as defined in *the Training and Employment Act 2000*, as amended or replaced from time to time, will be at least 18 years of age. If performing any of the following duties, they will be paid at the adult rate:

- (i) Drawing, filling, syphoning or pouring of wines or spirits.
- (ii) Palletising, packaging, tallying, carbonating, filtering, trucking and operating machines in the bottle department.

5.4 Divisional and District allowance

Employees other than Juniors in the Mackay Division, will be paid 90c per week and in the Eastern District of the Northern Division, will be paid \$1.05 per week in addition to the rates above prescribed.

Employees, other than Juniors in the Western District of the Southern Division, will be paid \$1.05 per week in addition to the rates prescribed for the Eastern District.

Employees, other than Juniors in the Western District of the Northern Division, will be paid \$2.20 per week in addition to the rates prescribed for the Eastern District.

Provided that in all cases the Divisional and District allowances for Juniors will be one-half of those prescribed for adult employees.

5.5 General allowances

5.5.1 Leading hand allowances - Employees who are appointed by their employer as a leading hand, will be paid the following additional rates which will apply for all purposes:

- (a) When in charge of less than 10 employees - \$26.90 per week;
- (b) When in charge of more than 10 employees and not more than 20 employees - \$34.70 per week;
- (c) When in charge of more than 20 employees - \$45.40 per week.

- 5.5.2 Production employees who enter vessels to apply any volatile or harmful preparation, or who clean out detergent tanks in a bottle washing machine, or who apply harsh caustic to floors or who are similarly exposed to harsh caustic in production operations will be paid at the rate of 105.3c per hour, in addition to ordinary rates, for the time occupied in such work.
- 5.5.3 Employees operating fork lift trucks will be paid an additional 78.35c per hour, in addition to their normal rate. The minimum payment is for 20 hours a week. An employee who operates a forklift for more than half of the working week will be paid the allowance in respect of the entire week. This allowance is payable to employees absent on annual leave.
- 5.5.4 Employees who accept and wear clothing issues as prescribed in clause 10.1 will be paid a laundering allowance of \$7.60 per week.

This allowance is not payable in respect of any pay week in which an employee does not attend work but is otherwise not divisible.

- 5.5.5 *Disability certificate and special allowances* - Where performed by employees for whom classifications are set out in this Award, disability, certificate, and special allowances contained in each of the under mentioned Awards will be payable in respect of the classifications to which each Award relates:

Building Trades Public Sector Award - State 2002;
Carting Trade Award - Mackay and Northern Divisions 2003;
Engineering Award - State 2002; and
Miscellaneous Workers Award - State 2002

- 5.5.6 *Tool allowance* - Tradesmen will be paid an allowance of \$13.80 per week for supplying and maintaining tools ordinarily required in the performance of their work as tradesmen.
- 5.5.7 Employees working inside conventional containers during loading or unloading operation will be paid an additional 49.75c per hour whilst engaged on such duties. Drop side containers are not "conventional containers" for the purposes of this clause.
- 5.5.8 Employees required to clean toilets and urinals will be paid an allowance of \$7.60 per week in addition to their ordinary rates of pay.
- 5.5.9 Engine drivers in breweries: Notwithstanding other allowances shown in this clause, the following provisions will apply to employees in breweries:
- (a) Cleaning flues allowance.- Employees engaged in cleaning flues, when required to work inside such flue, will be paid \$2.68 per day in addition to their ordinary rates of pay.
 - (b) Boiler, ammonia, condenser, bottle pasteuriser, or bottle washing machine cleaners will be paid \$1.5215 per hour extra whilst so engaged.
 - (c) Engine Drivers who are required to attend to the operation of a C.O.2 Plant as to steaming and/or drying of purifiers, in addition to their ordinary duties, will be paid \$8.60 per week in addition to their ordinary rates.
 - (d) Engine drivers who are required to attend to the operation of the C.O.2 Plant as to the duties mentioned in this clause and also carry out such duties as bottling C.O.2 gas, will be paid \$17.20 per week in addition to their ordinary rates.
 - (e) Engine driver in charge of boiler and engine, etc.- Engine drivers in charge of boiler and engine, or boiler and pump, or boiler, engine and pump, or more than one engine (including compressors exceeding 12 horse power) or more than 2 boilers, will be paid 28.5c per hour above the ordinary rate:

Provided that this clause will not apply to engines of 12 horse power and under nor to the feed pump of a boiler.

- (f) Refrigeration drivers - extra certificate allowance: Engine drivers required by their employer to hold refrigeration certificates in addition to steam and internal combustion certificates will be paid an allowance of \$17.20 per week (in the case where a first-class refrigeration certificate is necessary) and \$7.60 per week (in the case where a second class rates prescribed by this Award for the certificates held:

Provided that where engine drivers are required by their employer to hold refrigeration certificates in addition to steam certificates they will be paid an allowance of \$8.60 per week (in the case where a first class refrigeration certificate is necessary) in addition to their ordinary rates of pay.

- (g) Employees who are required to work fifteen minutes or over in a room having a temperature of 2 degrees

Celsius or under will receive payment of 34.6c per hour or part of an hour in addition to the foregoing rates:
Provided nothing contained will be deemed to mean or include the entering of a room to read a thermometer.

5.5.10 *Work in the rain* - Adequate waterproof clothing will be supplied by the employer to all production employees required to work in the rain:

If an employee who is wearing their protective clothing gets their own clothes wet by rain, the employee will be paid double time for all work performed with a minimum payment of one hour. This rate of payment will continue to be paid until the employee is able to change into dry clothes or ceases work for the day, whichever is sooner.

5.5.11 *Hot work* - Where employees are required to work for more than one hour continuously in the shade in places where the temperature is raised by artificial means to 45 degrees Celsius or more the conditions will be considered extraordinary and these employees will be paid 66.1c per hour for the actual time worked in addition to their ordinary rates.

5.5.12 *Cleaning allowance* - Production employees required to enter and clean Bottle Pasteurisers, Soakers and Can Pasteurisers will be paid an allowance of \$1.5215 per hour extra whilst so engaged.

5.6 Occupational superannuation

5.6.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees, as defined, will be entitled to Occupational Superannuation Benefits, subject to the provisions of clause 5.6.

This clause will not have application to those employers respondent to the Brewery Employees Superannuation Award 1987 - Print G9521:

Provided that this clause will not have application to employees of Lion Nathan Ltd. or Carlton United Breweries (Queensland) Limited.

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 eligible 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 of the trust deed of the fund.

(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 in clause 5.6.

5.6.3 Definitions

(a) "Approved fund" means a fund (as defined in clause 5.6.3(c)) approved for the purposes of clause 5.6 by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by clause 5.6. Such approved fund may be individually named or may be identified by naming a particular class or category.

- (b) "Eligible employee" means 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" for the purposes of clause 5.6 means the actual ordinary time rate of pay the employee receives for ordinary hours of work including shift loading, skill allowances and leading hand allowances, where applicable. The term includes any over-award 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, fares and travelling time allowances or any other extraneous payments of a like nature.

5.6.4 *For the purposes of this Award, an approved fund shall be:*

- (a) Host Plus
- (b) Any named Fund as is agreed to between the relevant employer/Industrial Organisations parties to this Award and as recorded in an approved Industrial Agreement.
- (c) 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 which has already had practical application to the majority of award employees of that employer.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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) The 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) The agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act.
 - (iv) Any dispute arising out of this process will be handled in accordance with the "grievance and dispute settlement procedure" in clause 3.1.

5.6.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as the relevant Union, may by notification of a dispute to the Commission 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 clause 5.6, 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(c), (d), (e), (f) and (g) shall be determined by a majority decision of employees.
- (b) Employees who are members of an established fund covered by clause 5.6.4(f) 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(f) 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 employee's 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 form/s provided by the employer, to enable that employee to become a member of the fund; and
 - (iv) Submit completed application form/s 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 shall:
 - (i) complete and sign the necessary application form/s to enable that employee to become a member of that fund; and
 - (ii) return such form/s to the employer within 28 days of receipt of the application form/s 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/s within 28 days of the receipt by the employer of that form/s, then that employer shall:
 - (i) Advise the eligible employee in writing of the non-receipt of the application form/s and further advise the eligible employee that continuing failure to complete, sign and return such form/s within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.6.
 - (ii) In the event that the eligible employee fails to complete, sign and return such application form/s 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 the completed and signed application form/s is received by the employer.
 - (iii) In the event that the eligible employee fails to return a completed and signed application form/s 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/s 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 relevant 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/s 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/s within 28 days of being provided with the application form/s by the employer. Where the eligible employee fails to complete, sign and return an application form/s 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 excepting that resort to clause 5.6.8 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, SHIFT WORK, WEEKEND WORK

6.1 Hours of work

6.1.1 *Day workers* - The ordinary working hours for all employees on day work will not exceed 40 hours in any pay week nor 8 hours in any one day, Monday to Friday inclusive.

Recognising the hours traditionally worked by employees at the time of making the Award, in the case of production employees ordinary hours will be worked between 6.00 a.m. and 6.00 p.m.

Unless otherwise agreed between an employer and the relevant Union, the commencing and ceasing times for other categories of employees will be within the range prescribed in the relevant Awards listed in clause 1.5.6.

6.1.2 *Continuous Shift Workers* - The ordinary working hours of Continuous Shift Workers will not exceed an average of 40 hours per week.

Not more than the 8 hours, inclusive of a crib break, will be worked on any one shift at ordinary rates.

6.1.3 *Non-continuous Shift Work* - The ordinary working hours of Shift Workers other than Continuous Shift Workers, will not exceed 40 hours in any one week to be worked from 10 p.m. Sunday to 8 a.m. Saturday inclusive.

Not more than 8 hours, inclusive of a crib break, will be worked on any one shift at ordinary rates.

6.1.4 *All Shifts* - All shifts and rosters in operation at the commencement of this Award may remain in force. Additional starting and ceasing times of shifts and shift rosters will be as mutually agreed upon between the employer and the employees' Union representative.

6.1.5 *Rosters*

(a) A Roster showing the shifts to be worked by various classes of Shift Workers will be posted for observation by employees concerned.

(b) Subject to the prior approval of the Foreman or Supervisor, it will be competent for cross mates working Shift Work to mutually arrange to change shifts temporarily. The shifts so changed will be paid for at the

rates applicable to the originally rostered shifts.

- (c) No afternoon or night shift will be recognised as such unless it operates for not less than 3 successive ordinary working afternoons or nights.
- (d) Except in cases of an agreed emergency, 48 hours' notice will be given before changing the time of a Shift Worker's shift.

6.2 Shift allowance

6.2.1 The following shift allowances will be paid to employees for working ordinary shifts:

- (a) 10 per cent day shift;
- (b) 15 per cent afternoon shift;
- (c) 15 per cent night shift:

Provided that these allowances will not be applied so as to reduce the shift allowances payable to any employee who, at the time of making this Award, received a shift allowance (expressed either as a flat money amount or as a percentage) which provided a money amount in excess of that which would result from the application of the above percentages.

- 6.2.2 Where an employee is engaged on Continuous Shift Work as defined, they will be paid double ordinary rates for ordinary work performed between the commencement of night shift on Friday night and the conclusion of afternoon shift on Sunday.
- 6.2.3 For ordinary shifts worked on weekends in accordance with a 7-day shift roster and for the 21st or overtime Shift Worked in accordance with a 7-day shift roster, the appropriate shift allowance prescribed in clause 6.2.1 is payable in addition to the prescribed weekend penalty rate or overtime rate. (i.e. where the weekend penalty rate is 150%, it becomes 165%, where a 15% shift premium operates and where the 21st shift penalty rate is 200%, it becomes 210% where a 10% shift premium operates).
- 6.2.4 Where non-Continuous Shift Workers as referred to in clause 6.1.3 are required to work during an ordinary shift finishing between the hours of 12 midnight Friday and 8 a.m. Saturday, they will be paid in respect of the period after midnight a weekend penalty of 50 %, in addition to the shift allowance prescribed in clause 6.2.1.
- 6.2.5 In addition to the above rates, employees required by the employer to work on a non-rotating night shift will receive an additional 50c per shift so worked.

6.3 Meal breaks, crib breaks and rest pauses

6.3.1 Meal breaks - Day workers

Day workers are entitled to a meal break of not less than 30 minutes or more than one hour. The meal break is not counted as working time. This break will be taken at a time as will not interfere with continuity of work where continuity is necessary and where practicable will occur at a regular time each day:

Unless the employer and employee otherwise agree the meal break will commence no earlier than 3.5 hours from start of work and no later than 5 hours after start of work.

If an employee is required to work during a meal break they will be paid double ordinary time until the meal break is allowed. When a meal break is worked, there will be a break of 30 minutes as soon as possible for which no deduction of pay will be made.

6.3.2 Crib breaks - Shift workers

Both continuous and non-Continuous Shift Workers are entitled to a crib break of 30 minutes which will be included as working time. A crib break will be taken at a time that will not interfere with continuity of work where continuity is necessary.

6.3.3 Rest pauses

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

6.4 Overtime

6.4.1 *Day workers*

- (a) Unless otherwise provided in clause 6.4 all time worked before the ordinary starting time or after the ordinary ceasing time, Monday to Friday, will be deemed overtime and paid for at time and a-half for the first 2 hours and double time thereafter.
- (b) Employees called upon to work overtime commencing on Saturday morning will be paid at the rate of time and a-half for the first 2 hours and double time thereafter with a minimum of 4 hours' work or payment therefor.
- (c) Employees will be entitled to payment at double time for overtime performed on a Sunday with a minimum of 4 hours' work or payment therefor.

6.4.2 *Shift workers*

Unless otherwise provided for in this Award all time worked in excess of 8 hours per day or 40 hours per week or outside the rostered shift starting and ceasing time of the employee in question or a shift other than a rostered shift will be deemed overtime and paid for at the rate of double time.

Provided that more than 40 hours per week may be worked by Continuous Shift Workers on a shift roster which provides for no more than an average of 40 hours per week.

6.4.3 *Call back*

- (a) 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 4 hours' work at the appropriate overtime rate for each time the employee is so recalled:

Provided that, except in the case of unforeseen circumstances arising, the employee will not be required to work the full 4 hours if the job the employee was recalled to perform is completed within a shorter period.

Overtime worked in these circumstances will not be regarded as overtime for the purpose of clause 6.4.5 where the actual time recalled to work is less than 2 hours.

- (b) The provisions of clause 6.4.3(a) will not apply in cases:
 - (i) where it is customary for an employee to return to work to perform a specific job outside of their ordinary working hours; or
 - (ii) where overtime is continuous with the commencement of ordinary working hours, provided that where not less than 2 hours are worked continuous with the commencement of ordinary time, a break of 30 minutes will be allowed within one hour of the ordinary starting time and paid for at ordinary rates.

6.4.4 *Overtime on public holidays*

All time worked on the Public holidays set out in clause 7.6 outside the ordinary working hours of the employee and falling on a normal working day will be paid for at double the rate prescribed by this Award.

6.4.5 *Meal breaks during overtime*

- (a) Employees called upon to work overtime for more than one hour beyond their normal ceasing time will if required to carry on and work further overtime, be allowed a meal break of thirty minutes without deduction of pay. Employees will be allowed a further meal break of 45 minutes without deduction of pay for each further 4 hours worked provided they are required to continue working thereafter.
- (b) Employees called upon to work overtime for more than one hour beyond their normal ceasing time will be supplied with a meal by the employer or paid the sum of \$9.60 in lieu thereof in respect of each meal break allowed to employees in accordance with clause 6.4.5(a).
- (c) Where employees have provided themselves with customary meals after receiving notice to work overtime, they will be paid a meal allowance of \$9.60 for each meal so provided in the event where the overtime worked is not \$9.60 for each meal so provided in the event where the overtime worked is not performed or ceases before the notified time of conclusion of work.

6.4.6 *Rest period after overtime*

- (a) Subject to clause 6.4.3(a), employees who work so much overtime between the termination of their ordinary work on the one day or shift and the commencement of their ordinary work on the next day or shift that they

have not had at least 10 consecutive hours off duty will, subject to this clause, be released after completion of this overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during this absence.

- (b) If, on the instruction of the employer, an employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid double ordinary time until they are released from duty for that period and they will then be entitled to be absent until they have had 10 consecutive hours off duty. The employee will not lose any pay for ordinary working time occurring during this absence.

Provided that employees who work so much overtime that they have not had at least 10 consecutive hours off duty during the 15 hours immediately preceding their ordinary commencing time on a Monday will be released after the completion of this overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during this absence.

Clause 6.4.6 will not apply to employees required to work overtime which commences within the period of 10 hours immediately preceding their ordinary commencing time on Monday and where the period of overtime worked is less than 5 hours.

- (c) The provisions of clause 6.4.6 will apply in the case of Shift Workers who rotate from one shift to another 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; or
 - (iii) where a shift is worked by arrangement between the employees themselves pursuant to clause 6.1.5(b):

Provided that where employees are required to work a double shift on successive days, they will be entitled to a 10 hour break after they cease on the second shift on the second day and prior to them commencing work on their next ordinary shift.

6.4.7 If an employee is required to commence work before their usual starting time, or to cease work later than their usual finishing time, and their normal means of transport is not available, the employer will provide transport to and/or from the employee's residence and workplace .

6.4.8 Each day will stand by itself when overtime is being computed, except where overtime is continuous into the next day.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 An annual leave entitlement of 4 weeks on full pay at the end of each year of employment will be applicable to all employees other than Continuous Shift Workers. Where an employee to whom clause 7.1.1 applies has their employment terminated at the end of a period of employment of less than twelve months and is entitled to a monetary pro rata equivalent instead of annual leave, that entitlement will be assessed by calculating one twelfth of the ordinary pay earned for that period of employment.

7.1.2 An annual leave entitlement of 5 weeks on full pay at the end of each year of employment will be applicable to Continuous Shift Workers. Where an employee to whom clause 7.1.2 applies has their employment terminated at the end of a period of employment of less than twelve months and is entitled to a monetary pro rata equivalent instead of annual leave, that entitlement will be assessed by calculating 5 47ths of their ordinary pay earned for that period of employment.

7.1.3 An employee whose service has been partly as a Continuous Shift Worker and partly as other than a Continuous Shift Worker will have their entitlement calculated on a proportion basis; where a fraction of a day results, such fractions will not form part of the leave period but will be discharged by payment only.

7.1.4 A period of leave will be extended by one day:

- (a) in respect of each public holiday falling; and
- (b) in respect of each public holiday which in the case of a Continuous Shift Worker falls on an employee's rostered day off as provided for in clause 7.6.4

Provided the maximum extension of the annual leave period in any one year will be 5 days and the employee may, by mutual agreement with the employer, be paid additional wages in lieu of some or all of these days.

7.1.5 When a period of illness of 5 or more consecutive days occurs during annual leave and the period of illness is covered by a medical certificate, it will on the application of an employee who has the necessary sick leave credit be regarded as sick leave and an equivalent number of annual leave entitlement days will be available to the employee.

7.1.6 *Annual leave payments*

Existing practices will continue but in no case will an employee receive less than they might otherwise have received by the application of the terms of the order issued by the Commission on matter B307 of 1973.

Annual leave payments may be made by cheque upon 2 weeks notice, in writing, being given by the employee concerned.

7.2 Sick leave

7.2.1 *Entitlement*

- (a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 10 days' sick leave for each completed year of their employment with their employer.

Provided that in the case of Carlton and United Breweries (Queensland) Limited and Lion Nathan Ltd., the annual entitlement shall be 70 hours.

- (b) This entitlement will accrue at the rate of one day's sick leave after each 5 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if they were not absent on sick leave.
- (d) Sick Leave may be taken for part of a day.
- (e) Sick leave entitlements shall accumulate indefinitely with no restriction applied to the number of weeks payable in any one year from accrued sick leave entitlements.

7.2.2 *Employee must give notice.*

To be entitled to payment for sick leave an employee must promptly advise their employer of their 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 their employer a doctor's certificate about the nature and approximate duration of the illness or other evidence to the employer's satisfaction.

7.2.4 *Accumulated sick leave*

- (a) Employee's accumulated sick leave entitlements are preserved when:
- (i) They are absent from work on unpaid leave granted by their employer;
 - (ii) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months; or
 - (iii) They are terminated because of illness or injury and re-employed by the same employer without having been employed in the interim.
- (b) Employees accumulate sick leave entitlements whilst they are absent from work on paid leave granted by their 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 employees*

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

7.3.2 Long-term casual employees

- (a) A long-term casual employee is entitled to 3 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.

7.3.5 A full-time employee shall be entitled to a maximum of 3 days' leave without loss of pay on the occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's husband, wife, father or mother and where such employee travels outside of Australia to attend the funeral.

7.4 Long service leave

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

7.5 Family leave

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

7.5.1 It is to be noted that:

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

7.5.2 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.

7.6 Public holidays

7.6.1 All work done by any employee on:

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

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

- 7.6.2 Any employee dismissed or stood down during December and re-employed before the end of the following month (January) will, if employed by the same employer for a continuous period of 2 weeks or longer immediately prior to such dismissal or standing down, be paid for Christmas Day, Boxing Day and the 1st January (New Year's Day) at the ordinary rates payable when dismissed or stood down.
- 7.6.3 The rates of payment in clause 7.6.1 for ordinary time worked on public holidays will not apply to ordinary time worked by an employee between 10.00 p.m. and midnight on a public holiday on a rostered night shift which commences between those hours.

Provided that the ordinary time worked by an employee on a rostered night shift commencing before midnight on the day preceding a public holiday and extending into the holiday will be regarded as time worked on that holiday. Where such shifts fall partly on a holiday, that shift, the major portion of which falls on a holiday, will be regarded as the holiday shift.

- 7.6.4 Clause 7.6.3 will not apply to employees who work a non-continuous shift roster which includes an ordinary shift finishing between the hours of 12.00 midnight Friday and 8.00 a.m. Saturday. For such employees, the rates of payment prescribed in clause 7.6.1 for ordinary time worked on public holidays will not apply to ordinary time worked between midnight and 8.00 a.m. on a Public Holiday on a rostered night shift which commenced the preceding day:

Provided that the ordinary time worked by such employees between midnight and 8.00 a.m. on the day following a Public Holiday on a rostered night shift which commenced on a Public Holiday will be regarded as time worked on that holiday.

- 7.6.5 If a public holiday falls on a day when Continuous Shift Workers are rostered off, they will have an extra day added to their annual leave, or by mutual agreement, be paid an additional day's wages in lieu.

7.7 Jury service

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) "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

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

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, productivity and international competitiveness of the industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) develop 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 utilisation of skills acquired.

9.1.2 Following proper consultation or through the establishment of a training committee, an employer will develop a training program consistent with:

(a) the current and future skill needs of the enterprise;

(b) the size, structure and nature of the operations of the enterprise; and

(c) the need to develop vocational skills relevant to the enterprise and the brewing industry through courses conducted by accredited educational institutions and providers.

9.1.3 Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:

(a) formulation of a training program and availability of training courses and career opportunities to employees;

(b) dissemination of information on the training program and availability of training courses and career opportunities to employees;

(c) the recommending of individual employees for training and reclassification; and

(d) monitoring the advising management and employees on the on-going effectiveness of the training.

9.1.4 Where as a result of consultation, in accordance with clause 3.2 and with the employee concerned, it is agreed that additional training in accordance with the program developed pursuant to clause 9.1.2 should be undertaken by an employee, that training may be undertaken either on or off the job:

Provided that if the training is undertaken during ordinary working hours the employee concerned will not suffer any loss of pay. The employer will not unreasonably withhold such paid training leave;

(a) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training will be reimbursed by the employer upon production of evidence of such expenditure:

Provided that reimbursement will also be on an annual basis subject to the presentation of reports of satisfactory progress;

(b) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work will be reimbursed by the employer.

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

10.1 Protective equipment

10.1.1 *Overalls* - Overalls (or alternatively a shirt/shorts set) will be provided to employees on the following basis:

(a) The type, colour and quality of overalls will be at the discretion of the employer;

(b) Employees with more than 2 months' service will be eligible for an issue of overalls;

(c) An employee will wear the overalls supplied and keep them clean to the satisfaction of the employer

(d) Overalls at all times remain the property of the employer;

(e) The employee will be responsible for laundering of overalls;

(f) The overall entitlement is 2 pairs initially, replaceable after a period of not less than 12 months but with a maximum of 2 pairs in any twelve monthly period;

(g) Maintenance tradesmen, their assistants, greasers and firemen will be entitled to a third set of overalls in any twelve months;

- (h) The employer reserves the right to issue overalls which have previously been used and serviced if they have been commercially cleaned and are in serviceable condition. An employee who receives preused overalls as the employee's initial issue will receive new overalls for subsequent issues;
- (i) Except as to a third pair of overalls referred to in clause 10.1.1(g), no replacement issue will be made within twelve months of an issue without the previously supplied overalls being returned;
- (j) Any employee who on termination of employment is unable to return overalls (or shirt/shorts set) which have been issued during the preceding 12 months, will have agreed in writing to reimburse the employer half of the purchase price of the clothing issued during that period.

10.1.2 Footwear

- (a) Production employees in cold rooms, cold cellars and racking departments are entitled to be issued with waterproof footwear upon commencement of work in these areas.
- (b) Employees who are not entitled to an issue of footwear in accordance with clause 10.1.2(a) will, after 2 months' service be entitled to an issue of one pair of boots or similar footwear as approved by the employer. A further issue will be available after each additional 6 months of service but so that a maximum of 2 issues is available in any 12 monthly period; maintenance of the footwear so issued will become the responsibility of the employee.
- (c) The employer's approval of footwear referred to in clause 10.1.2(b) would relate to the following range - leather working boots, rubber working boots, reinforced toe-cap working boots or shoes, and sandshoes.
- (d) Notwithstanding clause 10.1.2(b) an employee with less than 2 months' service will be eligible for an issue of approved footwear subject to authorising deduction of the cost thereof from any monies due to them in the event of the employee terminating their employment before the completion of 2 months' service. Where such deduction is effected the footwear becomes the property of the employee.
- (e) Any employee who on termination of employment is unable to return footwear which has been issued during the preceding 6 months, will have agreed in writing to reimburse the employer half of the purchase price of the footwear issued during that period.

10.1.3 Protective equipment

- (a) employers will make available to employees all reasonable protective equipment. Details of such issues will be determined by employers having regard to the circumstances of the particular premises in which employees work and, where necessary, will be the subject of discussion between employer and employee representatives.
- (b) All protective equipment issued will remain the property of the employer.

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 relevant 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 relevant 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 relevant 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 relevant Union, during non-working time.

11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with any personnel during their working time 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 stopped employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

Preamble.

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of a relevant Union.

11.3.1 Documentation to be provided by employer

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

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

11.3.2 Union delegates

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

11.3.3 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.

11.3.4 For the purpose of clause 11.3 the relevant Unions are listed and identified in conjunction with the classifications listed in Schedule 1

- (a) Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees; in so far as classifications 27, 28, 29, 30, 31, 32, 33, and 34 apply throughout the State of Queensland and classification 23 applies at Lion Nathan Ltd., within the local authority of the city of Brisbane.
- (b) Federated Engine Drivers' and Firemens' Association of Australasia Queensland Branch, Union of Employees in so far as classifications 17, 18, 19, 20, 21, and 22 apply.
- (c) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; in so far as classifications 1(1) and (2) and 4 apply
- (d) The Plumbers and Gasfitters Employees Union of Australia, Queensland Branch, Union of Employees in so

far as classification 1(3) applies.

- (e) The Electrical Trades Union of Employees of Australia, Queensland Branch in so far as classifications 3, 4, 5, 6, 7, 8, and 9 apply.
- (f) Australian Building Construction Employees and Builders' Labourers' Federation (Queensland Branch) Union of Employees; in so far as classifications 13 and 14 apply in the local authority areas of the cities of Brisbane, Rockhampton and Toowoomba.
- (g) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; in so far as classifications 10 and 12 apply.
- (h) The Australian Workers' Union of Employees, Queensland; in relation to Classifications 11, 28, 29, 30, 31, 32 and 34 (other than at those establishments situated at 185 Milton Road, Milton and 18 Malt Street, Fortitude Valley) and in relation to classifications 13, 14, 24, 25 and 26 in the Northern and Mackay Divisions as defined.
- (i) Federated Ironworkers Association of Australia (Queensland Branch) Union of Employees in so far as classification 11 applies in the local authority area of the cities of Brisbane and Toowoomba.

11.4 Paid education leave

11.4.1 Employees nominated by the Union specified in clause 1.6 are entitled to attend Union authorised trade union training during ordinary working without loss of pay subject to the following conditions:

- (a) That the employer concerned receive written notice of the nomination from the Union setting out the times, dates, content and venue of the course;
- (b) That the granting of such leave to 2 or more representatives from one Union at the same time will be subject to the convenience of the Company and to such leave not unduly affecting the company's operations;
- (c) That each employer will not be liable to pay more than the following in any one year:
 - (i) in the case of members of ALHMU an aggregate of 12 days pay per year;
 - (ii) in the case of members of other Unions an aggregate of 6 days pay per Union per year;
- (d) That the employer will not be liable to pay an employee attending such a course for more than the ordinary pay the employee would have received had they been attending work during their normal hours for the day or days concerned;
- (e) That the employer will be provided with proof of attendance of the representative at such course.

11.5 Union representatives

An employee appointed Union Job Representative for any Union will, upon notification thereof to the employer by letter signed by the State Secretary or accredited district Organiser of the Union, be recognised as the accredited representative of the Union to which the employee belongs and will be allowed such reasonable time without loss of pay as may be agreed upon between the employer and employee to investigate any matter in the Plant likely to lead to disputes between the employer and the employees relative to working conditions and, if necessary, to make representation to the employer.

11.6 Award to be posted

A complete copy of this Award will be exhibited in a conspicuous and convenient place on the premises of the employers and will be readily accessible to the employees.

SCHEDULE 1 - Comparative Schedule of Old Classifications and New Broadbanded Wage Levels:

Wage Group

Wage Group B1:

- (6) Instrumentation and Controls Tradesperson
- (7) Electronics Tradesperson

Wage Group B3:

- (5) Instrument Tradesperson - Complex Systems
- (8) Special Class Electrician

Wage Group B4:

- (4) Instrument Tradesperson

Wage Group B5:

- (1) Carpenter, Painter, Plumber, Plasterer
- (3) Electrical Fitter/Mechanic
- (10) Fitter, Turner & Other Engineering Tradesperson
- (12) Welder
- (17) Refrigeration Engine Driver - 1st Class
- (18) Refrigeration Engine Driver - 1st Class
(Milton and Fortitude Valley Breweries)

Wage Group B6:

- (14) Scaffolder
- (19) Steam Engine Driver 2nd Class
- (20) Steam Engine Driver 2nd Class
(Milton and Fortitude Valley Breweries)
- (21) Boiler Attendant - 3rd Class
- (27) Control Room Operator (as defined)
(Milton Brewery only)
- (28) Brewing Plant Operator (as defined)
- (29) Filter Plant Operator (as defined)

Wage Group B7:

- (9) Electrical Tradesperson's Assistant
- (11) Fitters' Assistant
- (13) Builders' Labourer (Category 2)
- (30) Employees in Brewhouse
- (31) Employees in Cold Cellars or Cold Rooms
- (32) Bottle/Can Filler Operators (as defined)

Wage Group B8:

- (22) Greaser
- (23) Security Officer (Milton)
- (33) Malthouse Employees
- (34) All other employees

DEFINITIONS

- (1) "Control Room Operator (Milton Brewery Only)" - A Control Room Operator will mean an employee who is appointed by the employer to be one of the 2 employees in charge of the Control Room responsible for directing the flow of beer between cellars through the central control area.
- (2) "Brewing Plant Operator" will mean an employee who is appointed by the employer to perform duties which include initiating the mashing in procedure to the Brewer's instructions at the commencement of a brew.
- (3) "Filter Plant Operator" will mean an employee who is appointed by the employer to operate a plant for the filtering of beer. The employee may also be required to perform duties incidental thereto.
- (4) "Bottle and/or Can Filler Operator" will mean an employee who after an initial period, is appointed by the employer to take charge of a Bottle and/or Can Filling Machine.
- (5) "Instrument Tradesperson" means a tradesperson who is mainly engaged in installing (including the installing of inter connection instrumentation wiring not prohibited by the Electricity Act 1995 or hydraulic or pneumatic instrumentation tubing), repairing, maintaining, and servicing industrial instruments and control systems, including instruments and systems utilising integrated circuits.

An instrument tradesperson will have completed an Apprenticeship the greater part of which involved industrial instrumentation, or alternatively can demonstrate a knowledge and understanding of industrial instrumentation and can apply that knowledge and understanding to the tasks assigned by the employer. The required knowledge

and understanding would have been gained by undertaking a formal training course run by a State Education Department or Technical Education Department or its equivalent or by at least 12 months on the job experience as a tradesperson at instrument work.

- (6) "Instrument Tradesperson - Complex Systems" means an instrument tradesperson who is mainly engaged in installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, hydraulic and pneumatic principles, including work on complex digital and/or analogue control systems utilising integrated circuits.

To be classified as an instrument tradesperson - complex systems, a tradesperson will have:

- (a) had a minimum of 2 years on the job experience as a tradesperson working predominantly on complex and/or intricate instruments and instrument systems as will enable them to perform such work under minimum supervision and technical guidance; and
- (b) satisfactorily completed an appropriate post trade course equivalent to at least 2 years part-time study or has achieved to the satisfaction of the employer a comparable standard of skill and knowledge by other means including in-plant training or on the job experience referred to in (a) above.

- (7) "Instrumentation and Controls Tradesperson" means an instrument tradesperson working mainly at a level beyond that of instrument tradesperson - complex systems and who is mainly engaged in applying their skills and knowledge to installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating, and fault finding industrial instruments which make up a complex control system which utilises some combination of electrical, mechanical, hydraulic and pneumatic principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.

The application of this skill and knowledge would require an overall understanding of the operating mode or principles of the various types of measurement and control devices on which the tradesperson is required to perform tasks. To be classified as an instrumentation and controls tradesperson a tradesperson must have at least 3 years' relevant on the job experience as a tradesperson - 12 months of which must be at the level of instrument tradesperson - complex systems and in addition must have satisfactorily completed a related post-trades course equivalent to at least 2 years' part-time study.

In addition, to be classified as an instrumentation and controls tradesperson a tradesperson must be required, as part of their duties, to:

- (a) maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment;
- (b) work under minimum supervision and technical guidance;
- (c) provide technical guidance to other tradespeople or to management within the scope of the work described in this definition; and/or
- (d) prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

- (8) "Electronics Tradesperson" means an electrical tradesperson working mainly at a level beyond that of electrician special class and who is mainly engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out tasks.

To be classified as an electronics tradesperson a tradesperson must have at least 3 years on the job experience as a tradesperson in electronics systems utilising integrated circuits and in addition must have satisfactorily completed a post-trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as an electronics tradesperson a tradesperson must be required, as part of their duties, to:

- (a) maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment;
- (b) work under minimum supervision and technical guidance;

(c) provide technical guidance to other tradespeople or to management within the scope of the work described in this definition; and/or

(d) prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

SCHEDULE 2 - List of employers with 2nd tier Orders

Which to varying degrees modify the provisions of this Award

Name	Case No	Date of Order
Bond Brewing Queensland Limited	B955/88	24. 1.89
Bond Liquor Marketing	B955/88	24. 1.89
Carlton & United Breweries (Queensland) Limited	B955/88	24. 1.89

Dated 1 July 2003.

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

Operative Date: 1 September 2003