

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**BREWING INDUSTRY -  
QUEENSLAND BREWERIES EMPLOYEES' AWARD 2003**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Brewing Industry - Queensland Breweries Employees' Award 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Brewing Industry - Queensland Breweries Employees' Award 2003 as at 1 September 2010.

Dated 1 November 2010.

[L.S.] G.D. Savill  
Industrial Registrar

**BREWING INDUSTRY -  
QUEENSLAND BREWERIES EMPLOYEES' AWARD 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Brewing Industry - Queensland Breweries Employees' Award 2003.

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### **1.3 Date of operation**

This Award takes effect as from 1 December 2003.

### **1.4 Award coverage**

This Award is binding on Queensland Breweries Pty Ltd ("the Company") and the Company's employees covered by the Queensland Breweries Pty Ltd Development Program and the Skills Extension program contained in this Award.

The Award covers every operation, process, duty and function carried on or performed in or in connection with or incidental to the Company's operations.

## **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 "Adult" means a person 21 years of age and over.
- 1.5.3 "Brewery Technician" means an employee who has been trained to perform a wide variety of tasks (including but not limited to the following operations), quality control, maintenance, warehousing, clerical recording, administration and distribution), in accordance with the Company's skills extension program.
- 1.5.4 "Casual Employee" means an employee engaged as such on an hourly contract of employment.
- 1.5.5 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.6 "Company" means Queensland Breweries Pty Ltd.
- 1.5.7 "Continuous Shift Work" means shift work which is performed continuously over a period of 24 hours a day for 7 days a week.
- 1.5.8 "Day Work" means work other than Shift Work and shall be worked within a daily spread of between 0600 hours and 1800 hours.
- 1.5.9 "Part-time Employee" means an employee engaged as such and who is employed for not more than 32 and not less than 16 ordinary hours each week.
- 1.5.10 "Temporary Employee" means any employee engaged as such and who is employed for not more than 32 and not less than 16 ordinary hours each week.
- 1.5.11 "Shift Work" means work done by separate relays of employees on consecutive shifts working recognised hours preceding, during or following ordinary working hours.
- 1.5.12 "Union" means:
- (a) The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Queensland Branch, Union of Employees;
  - (b) the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
  - (c) The Electrical Trades Union of Employees of Australia, Queensland Branch; or
  - (d) Any Union of employees concerned with a calling to which the Award applies.

## **1.6 Area of operation**

This Award applies to the Queensland Breweries Pty Limited operations at the Yatala Brewery, Pacific Highway, Yatala in the State of Queensland.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between the Company and employee/s in the 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**

3.1.1 At all times the employees and Company representatives shall attempt to resolve grievances by fair and amicable means with emphasis on a consultative approach. All attempts at consultation must be exhausted with emphasis to conduct consultative discussions as close to the source of the grievance as is possible with graduated steps for possible resolution at higher levels of authority within the Company.

This procedure acknowledges that employees can elect to be represented by another employee, member of the Consultative Committee or other representative chosen by the employee including in the case of a member of a Union, that Union.

3.1.2 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 Team Leader, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the Team Leader the employee/s may bypass this level in the procedure.

3.1.3 If the grievance involves allegations of unlawful discrimination by a Team Leader the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the Team Leader concerned.

3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, a member of a Union may report to a relevant officer of that Union and/or the Company's Human Resources Manager. An employee who is not a member of a Union may be represented by another employee, member of the Consultative Committee or other representative chosen by the employee and may report the grievance or dispute to the Company's Human Resources Manager. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in the resolution of the dispute.

3.1.5 If the grievance or dispute is still unresolved after the discussions mentioned in clause 3.1.4 the matter shall be reported by the employee or their nominated representative to the Company's General Manager for discussion to attempt to resolve the dispute.

3.1.6 If, after discussion between the parties, or their nominees mentioned in clause 3.1.5, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, the matter shall be referred to the Consultative Committee as prescribed in clause 3.2. The Consultative Committee should fully discuss the issue within 7 days of the matter being referred to them. If the subject matter of the grievance or dispute involves information or allegations of a personal or sensitive nature an employee may elect that the matter not be referred to the Consultative Committee for discussion.

3.1.7 If after full discussions by the Consultative Committee, the grievance or dispute remains unresolved, then any party or their nominee may notify the Commission of the existence of the dispute in accordance with the provisions of the Act.

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

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

3.1.10 All parties to the 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.

3.1.11 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.

3.1.12 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 Consultative committee**

3.2.1 The Consultative Committee is a Committee of representatives of Brewery Technicians and representatives of management. The role of the Consultative Committee shall be to provide a forum for consultation in regard to matters which Brewery Technicians wish to raise with the Company, and matters which the Company wishes to

raise with Brewery Technicians. It is also a forum for on-going negotiations between management and Technicians with respect to the Award:

Provided that any agreement for Award amendments reached under this process are to be formally ratified by the Commission and any disputed areas are to be subject to conciliation and/or arbitration by the Commission.

Finally, it is a forum for determining of standards to apply in regard to the skills extension program, and specifically is charged with the responsibility in the final resolution of changes to the matrix pursuant to clause 5.1.6(d).

The Consultative Committee shall consist of the following representatives of Brewery Technicians and Management:

(a) Brewery Technicians - 9 Brewery Technician representatives elected by secret ballot.

(b) Management - The General Manager - Operations, the Human Resource Manager and one other.

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

### **4.1 Contract of employment**

4.1.1 Except where employed as a casual or a temporary employee as provided for in this Award all employees will be engaged by the week.

4.1.2 The initial employment of employees engaged by the week will be on a 3 month probationary basis. During the probationary period a representative of the Company shall review each employee's progress with the employee concerned on at least one occasion in each of the 3 probationary months. At the completion of the probationary period an employee's employment with the Company will be continued subject to the issue by the Company of a satisfactory probationary report in respect of the employee's services and performance during the probationary period. In the event that a satisfactory probationary report is not issued then the employment of the employee concerned will terminate at the conclusion of the probationary period.

4.1.3 In the case of temporary employees, their employment shall terminate automatically at the conclusion of the defined period of employment unless the Company and the temporary employee concerned otherwise agree to extend the defined period of employment for a further defined period.

4.1.4 It is a term and condition of employment and of rights accruing under this Award that an employee:

(a) Uses as directed by the Company, such protective clothing and equipment provided by the Company for specific circumstances.

(b) Complies with safety regulations determined by the Company or as prescribed by Government Acts and Regulations.

(c) Observes regulations promulgated from time to time by the Company to provide an orderly and safe work place, including keeping the work place and equipment in a clean safe environment.

### **4.2 Part-time employment**

Part-time employees shall be subject to the following conditions:

4.2.1 The spread of ordinary working hours shall be the same as those prescribed for weekly employees.

4.2.2 The number of ordinary working hours in any one week shall not be less than 16 and shall not exceed 32.

4.2.3 The ordinary daily working hours shall be worked continuously excluding meal break, and shall not be less than 4 hours a day.

4.2.4 At the time of engagement the Company and the part-time employee shall agree in writing the minimum number of ordinary hours to be worked each week.

4.2.5 All time worked outside or in excess of the ordinary hours of work prescribed by this Award or outside of a part-time employees usual commencing and ceasing times shall be deemed to be overtime.

4.2.6 Part-time employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38.

4.2.7 A part-time employee shall receive, on a proportionate basis, equivalent pay and conditions to those of full-time employees.

4.2.8 All other provisions of this Award relevant to full-time employees shall apply to part-time employees.

#### **4.3 Casual employment**

4.3.1 Casual employees shall be paid at an hourly rate 23% in excess of the appropriate ordinary hourly rate of wages:

4.3.2 For the purposes of clause 4.3 the appropriate ordinary hourly rate shall be determined by dividing appropriate fortnightly rate of wages by 76.

4.3.3 Casual employees shall be provided with a minimum of 4 hours work on any one day, or shall be entitled to payment as for 4 hours' work on any one day.

4.3.4 The appropriate hourly rate is set out in clause 5.1.3.

#### **4.4 Trainees**

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

#### **4.5 Queensland Breweries Pty Ltd behaviour code**

4.5.1 The Company's code of behaviour, which will be used as a guiding principle in all behaviour matters, is this:

- (a) Brewery Technicians shall, whilst at work, behave in a fair, safe and honest manner, and the Company shall respond in a like manner.
- (b) Fairness, safety and honesty shall apply in all actions relevant to fellow Brewery Technicians, the Company, customers and any other relevant party.

#### **4.6 Equal employment opportunity**

The Company shall provide an equal opportunity for all employees, in regard to promotions, training and any other matter covered by the contract of employment and the terms of this Award.

#### **4.7 Anti-discrimination**

4.7.1 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.

4.7.2 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.

4.7.3 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.

4.7.4 Nothing in clause 4.7 is to be taken to affect:

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

#### **4.8 Termination of employment**

#### 4.8.1 *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.

#### 4.8.2 *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.

#### 4.8.3 *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.

#### 4.8.4 *Time off during notice period*

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

### **4.9 Introduction of changes**

#### 4.9.1 *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.

#### 4.9.2 *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 4.9.1.
- (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.

## **4.10 Redundancy**

### *4.10.1 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 4.10.1(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.

### *4.10.2 Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.10.1 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 4.8.
- (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.

### *4.10.3 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 4.10.3, '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.

#### 4.10.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.10.1, 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.

#### 4.10.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.10.1, 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.

#### 4.10.6 *Severance pay*

In addition to the period of notice prescribed for ordinary termination in clause 4.8.2, an employee whose employment is terminated for reasons set out in clause 4.10.1 shall be entitled to the following amounts of severance pay:

- (a) A full-time or part-time employee with one year or more service whose employment position has been made redundant shall receive a severance payment of 8 weeks pay plus 3.75 weeks pay per completed year of service at 'day work hours rate'.
- (b) In addition, *pro rata* payment shall be made for completed months of service over and above the last completed year.
- (c) The severance payment shall not exceed 104 weeks to any such employee.
- (d) In addition, such employees shall be paid long service entitlements on a *pro rata* basis for all years after 5 years of service.
- (e) The order of redundancy shall be on the basis of voluntary first and then by a mechanism of 'last on - first off'.

#### 4.10.7 *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.

#### 4.10.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.10.1(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.

#### 4.10.9 *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.

#### 4.10.10 *Employees with less than one year's service*

Clause 4.10 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.

#### 4.10.11 *Employees exempted*

Clause 4.10 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.

#### 4.10.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.10 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.

#### 4.10.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.10.6 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 4.10.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.10.14 *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."

### **4.11 Continuity of service - transfer of calling**

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

### **4.12 Queensland Breweries Pty Ltd Development Program**

4.12.1 The Queensland Breweries Pty Ltd Development Program is a program for developing the productivity of the Company's operations and the quality of working life for the stakeholders.

- (a) These developments are to be achieved through close consultation between the Company and its employees, the development of the Skills Extension Program, information sharing, employee commitment, and quality of management.

- (b) The Award formally embodies the intention of both the Company and the employees covered by the Award in relation to the Queensland Breweries Pty Ltd Development Program.
- (c) The Queensland Breweries Pty Ltd Development Program has been agreed by the parties to the Award as an endeavour to genuinely recognise the real needs of the stakeholders in the enterprise.
- (d) In respect of the Award the stakeholders are the employees and the Company. The Award is the result of a co-operative approach to industrial relations.
- (e) It is the intention of the parties to use a co-operative approach in any matter which affects employees and the Company jointly. This applies to the formation of policy and procedures and also to any breakdown inharmonious industrial relations.

#### 4.12.2 *Management, communication and consultation procedures*

- (a) The parties agree that employee participation and close consultation between the Company and its employees represents an opportunity to improve the quality of the working life of all employees, the quality of management, the quality of goods and services produced, and therefore strengthens security for both parties.
- (b) The parties agree that achievement of those objectives requires commitment from the Company and its employees to the principles and practices of information sharing, employee participation and to the Queensland Breweries Pty Ltd Development Program.
- (c) An important step in this process is to ensure that employees are provided with adequate information about the Company to give employees a greater awareness of the Company's objectives and future plans, its relationships and inter-connection with suppliers and customers and its problems. Likewise, development of effective communication between the parties must cater for an information flow from management to employees and from employees to management.
- (d) For communication to be successful between the parties, an atmosphere of mutual trust must continually be developed, and there must be an ongoing commitment to an effective communication program throughout the enterprise.
- (e) It is important that the parties achieve active participation by employees and management on issues which may affect job security, the quality of working life, changes in work methods, social and welfare matters, the way in which work is performed, employee services and facilities etc.
- (f) As a consequence of that, employee participation requires the Company to take into account, when decisions are made by the Company, the views and opinions of the employees affected by those decisions.

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Wages**

#### 5.1.1 *Skills Levels: Payment for learning*

The Principles guiding the development of the system include:

- commitment to people;
- learning as a source of improved productivity;
- providing a growth environment;
- providing incentive for learning;
- greater self esteem;
- preparation of Technicians for other jobs in the Company.

The general principle with respect to the classification is as follows:

In accordance with the skills extension program the Company will train Brewery Technicians by courses including courses that will enable Brewery Technicians to perform all tasks necessary in or in connection with or incidental to the operation of all plant and equipment, administration and distribution.

#### 5.1.2 *Base rates of pay*

- (a) Clause 5.1.2 is to be read in conjunction with Schedule 1, 'Increases and Bonuses' and clause 5.2 (Service Allowance).
- (b) Any Brewery Technician, other than a casual, a junior or apprentice, in the classification specified in the table hereunder shall be paid Base Rates as follows:

Level	Credit Points	Pay Rates Per Hour \$
10	2000 +	24.1215
9	1750 - 1999	23.6015
8	1500 - 1749	23.1545
7	1259 - 1499	22.6745
6	900 - 1249	22.3645
5	650 - 899	22.0045
4	400 - 649	21.6845
3	300 - 399	20.9845
2	150 - 299	20.4615
1	80 - 149	19.634

(c) Entry level pay

Brewery Technicians who are able to demonstrate previous acquisition of skills will accrue credit points in accordance with the Skills Extension Program and be paid for the Skill Level obtained. For those Brewery Technicians who are completing the initial induction (including mandatory occupational health and safety modules, early skills development program) or cannot demonstrate the acquisition of previous skills an entry level pay rate is applicable as follows:

Pay Level	Pay Rate Per Hour \$
Entry Level	19.264

The program contained in the Skills Extension Program of the Agreement will enable Brewery Technicians to broaden their trade skills in accordance with National Skills Standards.

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 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.

(d) Junior Rates of Pay

Juniors will be paid at the following percentage of the Adult Rate:

Age	Percentage of Minimum Wage payable at 21 Yrs (%)
16 years and under	50
17 years	55
18 years	65
19 years	75
20 years	92

5.1.3 A casual Brewery Technician will be paid at the hourly rate appropriate to entry level for a Brewery Technician plus a loading of 23% in lieu of annual leave, sick leave, bereavement leave, maternity leave, parental leave and adoption leave of the Award and passing the relevant practical and written tests to the required standard.

5.1.4 Brewery Technicians will progress between levels in the classification after earning points by participating in the program provided in clause 5.1.6 'Skills extension program'.

(a) Brewery Technicians will on commencement of employment with the Company enter at Entry Level. However, where a Brewery Technician has previously been employed by the Company or can demonstrate production, clerical, mechanical or electrical skills and has either previously earned points in accordance with the skills Extension Program or can establish competence for the allocation of points, that technician shall have the points either reinstated or applied in accordance with the following where applicable:

- (i) Periods of absence up to 12 weeks - All points will be reinstated for modules the technician successfully completed previously, that are in the matrix applying on re-engagement.
- (ii) Periods of Absence of more than 12 weeks - The Brewery Technician shall recommence at entry level and shall work for up to 12 weeks and during those cycles will be re-assessed for all modules that a Technician previously successfully completed that are in the matrix applying upon re-engagement. The Technician shall be awarded points for all modules where the criteria are met, and the points will be deemed to have been awarded upon re-engagement.

(b) Subject to clause 5.1.4(c), progression from entry level will be in accordance with the following scale:

Entry Level to Level 1	After earning a total of 80 points
Level 1 to Level 2	After earning a total of 150 points
Level 2 to Level 3	After earning a total of 300 points
Level 3 to Level 4	After earning a total of 400 points
Level 4 to Level 5	After earning a total of 650 points
Level 5 to Level 6	After earning a total of 900 points
Level 6 to Level 7	After earning a total of 1250 points
Level 7 to Level 8	After earning a total of 1500 points
Level 8 to Level 9	After earning a total of 1750 points
Level 9 to Level 10	After earning a total of 2000 points

- (c) A Brewery Technician must complete at least 12 weeks of duty in each level and pass the requisite practical and/or written tests to the required standard as laid out in the Skills Extension Program, before progression to the next level.
- (d) A Brewery Technician may progress further by working on an approved degree course which upon completion would earn matrix points through an approved institution. Such courses will be attended in the technicians own time and at the Technicians own expense. The Company shall however, where possible, create the opportunity for such progression. When such an approved course has been completed and documentary evidence submitted the technician will be rewarded 400 credit points.
- (e) In June each year all rates of pay will be considered by the Company after a review by the Consultative Committee of the Company performance in relation to productivity, efficiency and other general economic factors. Any increases to rates of pay will apply from July each year.

5.1.5 Increases arising from clause 5.1.4 are shown in Schedule 1 of this Award 'Increases and Bonuses'.

#### 5.1.6 Skills extension program

- (a) General - The Company is committed to the development and implementation of training programs to extend the skills of Brewery Technicians will be given the opportunity to participate in the program and through such participation earn points and advance through the levels and gain additional remuneration. The program will be monitored by the Company to ensure that it is effective and acceptable to the Technicians. Progression through the program will be planned to give Technicians the maximum opportunity. However, such progression may be constrained by production requirements, training resources, the availability of equipment and safety factors.

Brewery Technicians involved in the program will be required to assist in the training of other Technicians at lower levels than themselves.

#### (b) Definitions

"Matrix" refers to the training matrix of the Skills Extension Program. The matrix sets out the courses in the Skills Extension Program, the modules in each course and the number of points that may be earned by the successful completion of modules in each course.

"Course" refers to a course of training related to a particular piece of plant or equipment, a skill, a process or a system. Each course will consist of one or more modules.

"Module" refers to a component of a course. Each module will address the training needs of an aspect of the course and may require classroom and/or on the job training and experience. Points are awarded for the successful completion of each module, in accordance with the points set out in the matrix.

#### (c) Evaluation and the awarding of points

- (i) The Company shall keep a register for each Brewery Technician, containing details of the points awarded to the Technician in accordance with the Skills Extension Program. This record will be available to each Technician for examination.
- (ii) After the completion of the training in a module the Brewery Technician will be assessed for proficiency, according to pre-established criteria.

If the criteria laid out in the manual for the module are met by the Technician, the Technician shall be deemed to have successfully completed the module and will be certified as such.

Any dispute in relation to assessment will be referred to the Consultative Committee.

- (iii) A Technician will be awarded points in accordance with the matrix, after the successful completion of a module.

(d) Changes to the matrix

- (i) From time to time it shall be necessary to change the number of points awarded for a module, or to add or delete modules, or to add or delete courses.
- (ii) The Company shall not delete a module or change the number of points awarded for a module, while any Technician is engaged on the module.
- (iii) The Company may seek to change the number of points awarded for a module, or add or delete a module or course.

If the proposed change is not accepted by the Technicians concerned, the matter shall be discussed with the relevant Manager with a view to resolving the matter.

If the matter cannot be resolved, it shall be referred to the Consultative Committee.

The Committee shall use its best endeavours to resolve the matter. The major principle behind the skills extension program is co-operation between the Company and Brewery Technicians to ensure that the program is effective for all involved.

Only if the Committee is unable to resolve the matter, shall it be dealt with as a dispute under the Grievance and dispute settling procedure in clause 3.1.

- (e) Mandatory training - While the skills extension program is primarily a voluntary program, there are some courses or modules which are mandatory.

Mandatory Courses including:

- Safety in the Brewery
- Induction (Company culture & standards)
- Introduction to Beer and Beer Making
- First Aid Course and Safety Awareness
- Introduction to Quality and Customer Service.
- Occupational Health and Safety (Module 1)

In addition some courses or modules may be required to be successfully completed before a Brewery Technician can progress to a higher level, or may be prerequisites for a Technician before a Technician can undertake another course or module.

- (f) Display of matrix - The matrix will be displayed by the Company on the Notice Board.

## 5.2 Service allowance

The Company will pay a service allowance to Brewery Technicians based upon the scale below:

Year	% Increment
1	2.5
2	3.3
3	4.1
4	4.9
5	5.7
6	6.6

These wage payments shall be paid for all purposes of the award including annual leave, long service leave and sick leave.

### **5.3 Continuous improvement program**

5.3.1 It is recognised that it is in the interests of both Brewery Technicians and the Company to continually improve productivity and efficiency of the enterprise hereby improving our competitive position.

(a) A program shall be set up called the Systematic Continuous Improvement Program (SCIP) which has the objective of improving various key performance indicators of the Company. This program enables a bonus of up to 1.25% of a Brewery Technician's base rate per quarter, payable each fortnight as a flat amount in the following quarter. Throughout the year the bonus is cumulative, so that at the end of 4 quarters, the additional payment could be 5.0%. The target shall be changing so as to create an environment for continuous improvements.

(b) A copy of the Scheme shall be posted on the notice boards.

(c) The productivity Improvement Committee shall elect a Chairperson and a Minute Secretary for the purpose of recording and publishing minutes of any such meeting.

(d) A copy of the minutes of each Productivity Improvement Committee meeting shall be posted on all Brewery notice boards.

5.3.2 Increases arising from clause 5.3(1) are shown in Schedule 1 of this Award - 'Increases and Bonuses'.

### **5.4 Beer shift**

Each week every Brewery Technician shall be issued with a carton of beer on the last shift worked for the week.

### **5.5 Occupational superannuation**

In addition to the rates of pay prescribed by this Award, the Company will ensure that on behalf of each eligible Brewery Technician an amount of occupational superannuation determined by the Commission or Government Statute from time to time will be available in an appropriate Superannuation Fund, in accordance with the Declaration of Policy on Occupational Superannuation of the Commission published in the *Queensland Government Industrial Gazette* of 14 October 1989.

A copy of such Declaration of Policy will be available to Brewery Technicians.

### **5.6 Accident pay**

A Brewery Technician who has received an injury at work, which is reported and investigated immediately, and for which workers' compensation payments are payable, will be paid accident pay for a maximum of 39 weeks whilst so incapacitated. Accident pay means a weekly payment representing the difference between the amount of compensation payments received and the Brewery Technician's ordinary base rate of pay, including attendance allowances.

### **5.7 Payment of wages**

(a) All wages shall be paid fortnightly and not more than 3 days wages will be kept in hand. Wages shall be paid by bank transfer into an employee nominated bank account.

(b) Brewery Technicians whose ordinary hourly rate of pay is 25% or more than the maximum hourly rate of pay under this Award will be paid on a monthly basis, 2 weeks in advance and 2 weeks in arrears.

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

### **6.1 Hours of work**

6.1.1 The ordinary working hours for Brewery Technicians will be 38 per week to be worked on any 4 or 5 days of the week.

6.1.2 The ordinary hours may be worked using any one of the following criteria:

(a) 38 hours in one week;

(b) 76 hours in 2 weeks;

(c) 114 hours in 3 weeks;

(d) 152 hours in 4 weeks;

(e) 190 hours in 5 weeks.

6.1.3 The working of ordinary hours in accordance with clause 6.1.2 may be achieved through any one of, or combination of, the following:

(a) 8 hour days or shifts with a rostered day off once a month;

(b) 9.5 hour days or shifts worked on 4 days of the week;

(c) 12 hour days or shifts worked on 13 days in 4 weeks with the last 4 hours payable at overtime rates;

(d) Any combination of hours agreed by the Consultative Committee which accords with the criteria in clause 6.1.2, with a maximum of 12 hours at ordinary rates on any one day.

6.1.4 For day workers, the ordinary hours of work will be from 0600 hours to 1800 hours.

6.1.5 The ordinary daily working hours will be worked continuously except for appropriate meal breaks.

6.1.6 A roster showing the shifts to be worked by various classes of shift workers will be posted for observation by technicians concerned.

6.1.7 Provided that in the case of day workers the ordinary hours specified in clause 6.1, shall be agreed between the Brewery Technician(s) concerned and their respective Supervisors. Details of such arrangements will be forwarded to the pay office to enable that office to identify any work performed outside of any Brewery Technician's ordinary working hours.

## **6.2 Overtime**

6.2.1 All time worked before the ordinary starting time or after the ordinary ceasing time in any one day or in excess of 38 hours in any one week, 76 hours in a 2 week period, 114 hours in a 3 week period, 152 hours in a 4 week period or 190 hours in a 5 week period will be deemed to be overtime.

6.2.2 All overtime worked will be paid for at rate of double time.

6.2.3 Any Brewery Technician who is required to continue working for more than one hour after the ordinary ceasing time shall be allowed thirty minutes for a meal after the first one hour worked and, also thirty minutes after each further 4 hours worked provided work is to continue thereafter. No deduction of pay shall be made for such meal breaks.

6.2.4 Any Brewery Technician called upon to work overtime for more than one hour after the ordinary ceasing time will be paid an allowance for a meal equal to the current Meal Allowance fixed from time to time as a General Ruling by the Commission, or will be supplied by the Company with a reasonable meal in lieu of such payment, in respect of each meal break allowed during such overtime as provided for in clause 6.2.

6.2.5 Where a Brewery Technician reports for planned overtime on a non-rostered day and that overtime has been, or has to be cancelled, if the Company cannot reasonably provide the technician with alternative overtime to the extent of the planned overtime, the Technician will be entitled to a minimum payment of 4 hours at the appropriate overtime rates.

6.2.6 Any Brewery Technician recalled to work overtime will be paid for a minimum of 4 hours work at the appropriate rate. Overtime worked in the circumstances specified in clause 6.2.6 will not be regarded as overtime for the purpose of clause 6.2.9 when the actual time worked is less than 3 hours on the recall.

6.2.7 A Brewery Technician who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that there has not been at least 10 consecutive hours off duty between those times will, subject to clause 6.2.7, be released after completion of such overtime until the Technician has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instruction of the Company, such Technician resumes or continues work without having had such 10 consecutive hours off duty, the Technician will be paid double ordinary time until released from duty for such period and will then be entitled to be absent until the Technician has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.



6.2.8 The provisions of clause 6.2.7 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:

(a) For the purpose of changing shift rosters; or

(b) Where a shift worker does not report for duty; or

(c) Where approval has been given for Brewery Technicians on shifts to swap shifts temporarily. Such arrangements must be approved by the appropriate supervisor. This shift so changed will be paid for at the rates applicable to the original rostered shift.

6.2.9 The provisions of clause 6.2.6 will not apply to any Brewery Technician in receipt of a base rate of pay which is 25% more than the maximum hourly rate of pay under this Award.

### **6.3 Meal break**

6.3.1 *Meal Break - Day Workers* - Day workers shall be granted a meal break of not less than 30 minutes or more than one hour which shall not be included in working time. This break shall be taken at such time as shall not interfere with continuity of work where continuity is necessary and where practicable shall be taken at a regular time each day.

6.3.2 *Crib Break - Shift Workers* - Both continuous and non-continuous shift workers shall be granted a crib break of 30 minutes which will be included as working time and shall be taken at such times as shall not interfere with continuity of work where continuity is necessary.

6.3.3 Brewery Technicians working Shift Work, other than 12 hour shifts shall be paid a shift allowance of 10% of the appropriate rate for each ordinary day shift worked.

### **6.4 Rest pauses**

6.4.1 *Rest pauses* - All Brewery Technicians covered by this Award shall be entitled to a rest pause of 10 minutes duration in Company time in the first and second half of their daily work. Such rest pauses will be taken at such times as will not interfere with continuity of work where continuity is necessary. These rest pauses may be joined and added to the meal break if it is mutually convenient to the Company and the Brewery Technician. This will not attract any penalties with respect to payment.

6.4.2 In addition to the crib break specified in clause 6.3.2 Brewery Technicians working a 12 hour shift as per Part 6 of this Award will be granted an additional crib break of 20 minutes to be taken after the ninth hour. This break shall be included as working time and shall be taken at such time as shall not interfere with the continuity of work where continuity is necessary.

### **6.5 Shift hours**

6.5.1 With the exception of Brewery Technicians working a 12 hour shift, afternoon and night shift workers will be paid a shift allowance of an additional 15% of the appropriate rate for each ordinary afternoon and night shift worked. This allowance does not apply to day shifts.

6.5.2 Brewery Technicians working a 12 hour shift within a 7 day rostered program will be paid a shift allowance of 13.3% of the appropriate rate for each 12 hour ordinary shift worked.

6.5.3 Brewery Technicians working an 8 hour shift will be paid a shift allowance of 10% of the appropriate rate for each ordinary day shift worked.

### **6.6 Weekend penalty rates**

All ordinary time worked by a Brewery Technician from midnight on Friday to midnight on Sunday shall be paid for at double the rate of pay.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **7.1 Annual leave**

7.1.1 Every Brewery Technician (other than a casual Technician) covered by this Award will at the end of each year of employment be entitled to an annual leave on full pay of 4 weeks:

7.1.2 Provided that an annual leave of 5 weeks will be allowed in the case of Brewery Technicians employed in the calling where 3 shifts per day are worked over a period of 7 days per week, or two 12 hour shifts per day over 7 days per week.

7.1.3 Such annual leave will be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.7) and will be paid for by the Company in advance:

- (a) Where a Brewery Technician is being paid at a rate above their normal rate immediately prior to going on annual leave their leave pay will be paid at the higher rate.
- (b) In every other case a Brewery Technician's leave pay will be paid at the base rate of pay applicable immediately prior to going on leave.

7.1.4 If the employment of any Brewery Technician is terminated at the expiration of a full year of employment, the Company shall be deemed to have given the leave to the Technician from the date of the termination of the employment and shall forthwith pay to the Technician in addition to all other amounts due, payment calculated in accordance with clause 7.1.7, for 4 weeks and also ordinary pay for any public holiday occurring during such period of 4 weeks:

Provided that 5 weeks will be substituted for 4 weeks in clause 7.1.4 in the case of continuous shift workers.

7.1.5 If the employment of any Brewery Technician is terminated before the expiration of a full year of employment, such Technician will be paid, in addition to all other amounts due, an amount equal to 1/12th of their pay for the period of employment calculated in accordance with clause 7.1.7, if the Brewery Technician is entitled to 4 weeks' annual leave, and an amount equal to 1/9th of their pay if the Technician is entitled to 5 weeks' annual leave.

7.1.6 Where the Company closes down the plant for the purpose of allowing annual leave and there are any Brewery Technicians who have not qualified for the full period of 4 weeks' annual leave, the Company may, in respect of such Technicians pay to such Technicians an amount equivalent to 1/12th of the week's wages for each week of service for Technicians entitled to 4 weeks' annual leave and 1/9th of one week's wages for Technicians entitled to 5 weeks' annual leave, and stand them off during the balance of the closing down without pay. Other Technicians get their normal leave pay.

#### 7.1.7 *Calculation of annual leave pay*

(a) In respect of annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportional payments) will be calculated as follows:

- (i) Subject to clause 7.1.7(b) the rate of pay for all Brewery Technicians shall be no less than the base rate of pay, service entitlements, shift and weekend penalties for work in ordinary time according to the Brewery Technicians' roster or projected roster; plus
- (ii) a further amount of 17.5% calculated on the Brewery Technicians base rate of pay and service entitlements as prescribed by this award but excluding shift and weekend penalties.

(b) The provisions of clause 7.1.7(a) above will not apply to the following:

- (i) any period or periods of annual leave exceeding: 5 weeks in the case of Brewery Technicians employed in the calling where 3 shifts per day are worked over a period of 7 days per week, or two 12 hour shifts per day are worked over a period of 7 days per week; or 4 weeks in any other case.
- (ii) Brewery Technicians who are already receiving an annual leave bonus, loading or other annual leave payment which is not less favourable to Technicians than the provisions of clause 7.1.7(a);
- (iii) Brewery Technicians who are in receipt of a base rate of pay 25% or more than the maximum hourly rate of pay under this Award.

7.1.8 Annual leave as much as possible will be scheduled at a time mutually acceptable to both the Technician and Company. In the event that agreement cannot be reached then the Brewery Technician shall be granted leave at a time convenient to the Company with at least one month's notice of such time to the Technician concerned or a lesser period of notice if mutually agreed upon.

7.1.9 Where a Brewery Technician during the Technician's year of employment is employed upon work which carries an entitlement to 5 weeks' annual leave as well as upon work which carries entitlement to 4 weeks' annual leave then the Technician's entitlement at the end of the year's employment will be *pro rata* thereto.

## 7.2 **Sick leave**

7.2.1 The provisions of sick leave will be based on needs and trust.

- 7.2.2 The provisions of sick leave will be based on ensuring that adequate paid leave coverage is available to any Brewery Technician (other than a casual employee) unable to attend and fulfil work obligations as a result of illness or injury. Brewery Technicians on such approved absence shall be paid at the ordinary base rate of pay for the time that the Technician would normally have worked (that is, 8, 9.5, 12 hours per day as the case may be).
- 7.2.3 The company will approve all reasonable requests for sick leave. Medical certificates must be provided when requested and the Company reserves the right to review the continuation of paid sick leave in individual cases. As a guide the review would occur after 3 months and only in exceptional circumstances would paid leave continue after 6 months.
- 7.2.4 From time to time a review of the provision of unspecified sick leave will occur to determine whether the provisions should be continued.
- 7.2.5 The review will assess:
- (a) whether the provision has been abused (i.e., excessive sick leave requests); and
  - (b) whether absenteeism has remained stable or improved.

### **7.3 Bereavement leave**

#### *7.3.1 Full-time and part-time employees*

Full-time and part-time employees shall, on the death of a member of their immediate family, household or on an individual application, any other relationship which is regarded as important to the Technician, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the Company.

#### *7.3.2 Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days' unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged 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 Company, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

### **7.4 Long service leave**

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

### **7.5 Family leave**

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

7.5.2 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.

7.5.3 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 Jury service**

7.6.1 Brewery Technicians on weekly hiring required to attend for jury service during ordinary working hours shall be reimbursed by Queensland Breweries Pty Ltd an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage which would have been received in respect of the ordinary time which would have been worked had the Technician not been on the jury service.

7.6.2 A Brewery Technician shall notify Queensland Breweries Pty Ltd as soon as practicable of the date upon which the Technician is required to attend for jury service, and shall provide Queensland Breweries Pty Ltd with proof of attendance, the duration of such attendance and the amount received in respect thereof.

## **7.7 Public holidays**

7.7.1 All work performed on any of the following days:

- New Year's Day (1 January);
- Australia Day (26 January);
- Good Friday;
- Easter Saturday (the day following Good Friday);
- Easter Monday;
- Anzac Day(25th April);
- Labour Day (the first Monday in May);
- Sovereign's Birth (the second Monday in June);
- Christmas Day (25 December);
- Boxing Day (26 December);

or any day appointed under the *Holidays Act 1983*, to be a holiday in substitution for any of those days is to be paid for at the rate of double time and a half with a minimum of 4 hours.

### *7.7.2 Annual show*

All work performed in a district for the time being specified by the Minister, by notification published in the *Industrial Gazette* on the day appointed under the *Holidays Act 1983* as a holiday in relation to the annual agricultural, horticultural or industrial show held in that district is to be paid for at the rate of double time and a-half with a minimum of 4 hours, calculated on the appropriate rate of pay.

Clause 7.7.2 is not to be construed to confer on a Brewery Technician's entitlement to be paid at a rate prescribed for work performed on a day, such as is referred to in clause 7.7.2, on more than one occasion in each calendar year.

### *7.7.3 Double time and a-half*

For the purposes of clauses 7.7.1 and 7.7.2 the expression "double time and a-half" means one and one-half hour's wages in addition to the hourly rate provided for by this Award.

7.7.4 All time worked on a holiday for which the Brewery Technician is entitled to be paid at a rate prescribed by clauses 7.7.1 and 7.7.2 outside the period between the ordinary starting and ordinary finishing times provided for by this Award for the day of the week on which the holidays fall is to be paid for at double the rate of pay provided for by the Award for such time when worked outside such period on an ordinary working day.

### *7.7.5 Labour Day*

A Brewery Technician, other than a casual employee, who would ordinarily be required to perform work on the day on which Labour Day (the first Monday in May), or other day appointed under the *Holidays Act 1983* to be a holiday in substitution for that day, falls is entitled to be paid a wage at base rates for the time for which the Technician would ordinarily have been required to perform work on that day between the ordinary starting and ordinary finishing times provided for by this Award notwithstanding that work is not performed on that day.

### 7.7.6 *Stand down*

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

7.7.7 For employees who work Monday to Friday, if a public holiday falls on a weekday when the employee is not rostered to work, a substitute day may be taken off or an extra day shall be added to the employee's annual leave.

7.7.8 Employees who do not work Monday to Friday of each week

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

(a) A full-time employee is entitled to either payment for each public holiday, a substituted day's leave, or the addition of an extra day to the employee's annual leave.

(b) A part-time employee is entitled to either payment for each public holiday, a substituted day's leave, or the addition of an extra day to the employee's annual leave:

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

(c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on the prescribed public holiday are entitled to payment for the public holiday or a substituted day's leave.

(d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time and one-half.

(e) Nothing in clause 7.7.8 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

7.7.9 For the purpose of payment to shift workers, a public holiday shall be deemed to be the 24 hour period from midnight to midnight on the actual day of the public holiday.

7.7.10 For the purpose of determining the number of hours paid on a public holiday an amount will be paid to equal the amount of ordinary hours normally worked on that day.

## **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 Payment for training**

9.1.1 For all training courses undertaken by Brewery Technicians that have been approved by the Company and directly related to the Company's activities the Technician shall be paid at the rate of pay that would apply had the Technician been at work. However, it is an objective to complete the majority of training in normal work hours.

9.1.2 For all training courses that have been approved by the Company that relate to improvement of personal skills or life-skill development or any training courses indirectly related to the Company's activities the Technician shall be paid at single time rate of pay for the duration of the course.

9.1.3 Where a Brewery Technician undertakes a training course for their own benefit, this training shall be undertaken in the Technician's own time and at no cost to the Company.

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

### **10.1 First aid**

First aid kits in suitable and secure cases will be provided on the premises, so as to be at all times readily available for the use of the Technicians. It is mandatory that all Brewery Technicians be trained in first aid to St. Johns Ambulance Certificate level or equivalent as defined by the Company. Credit points are obtained for successfully completed first aid courses. The necessary refresher courses must be done and, in the event of any technician failing to complete the refresher course, the technician's first aid credit points will be removed.

## **10.2 Protective equipment and clothing**

10.2.1 Safety glasses, safety footwear, ear protection, helmets, gauntlets, masks, gloves and goggles and such other safety and protective gear as may be required by the Company, shall be provided by the Company and the Brewery Technician shall care for and wear or use such equipment as provided.

10.2.2 Failure to wear safety equipment as required will be deemed to be misconduct.

10.2.3 The Company shall provide sets of clean overalls each week or trousers and shirt combinations according to the requirements of the particular task.

10.2.4 Safety footwear shall be provided and replaced on the basis of fair wear and tear.

10.2.5 Brewery Technicians will be expected to replace by purchase from the Company at cost, any losses - including theft of goods in their care.

## **10.3 Equipment tools**

The Company shall supply all consumables, specialist testing and precision equipment, and power tools that are required by Brewery Technicians in the course of normal duties.

## **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 relevant Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

#### *11.1.2 Entry procedure*

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

#### *11.1.3 Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.

- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the Union; or
  - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
  - (iii) has made a written request to the Company 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 Company.
- (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 Company, 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 the performance of work in exercising a right of entry.

### **11.2 Time and wages record**

11.2.1 The Company 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 Company'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 Company;
- (e) if appropriate, the date when the employee ceased employment with the Company; 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 Company must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the Company'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 Company 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 Company in a place readily accessible by each employee.

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

#### *11.3.2 Union delegates*

Union delegates and job representatives have a role to play within a workplace. The existence of accredited union delegates and/or job representatives is encouraged.

The Company 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, the Company is encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to the Company, their desire to have such membership fees deducted from their wages.

### **11.4 Trade Union training leave**

11.4.1 Upon written application by an employee, or the relevant Union on behalf of the employee, to the Company and giving to the Company at least 2 months' notice, such employee shall be granted up to 5 working days' leave (non-cumulative) on ordinary pay, each calendar year, to attend courses and/or seminars conducted or accredited by the Union.

11.4.2 For the purposes of clause 11.4, ordinary pay shall mean at the ordinary weekly rate paid to the employee exclusive of penalty rates or any allowance for travelling time and fares.

11.4.3 The granting of leave shall be subject to the following conditions:

- (a) An employee must have at least 12 months' service with the Company prior to such leave being granted.
- (b) The maximum number of employees attending a course or seminar at the same time shall be 4.
- (c) This shall not prevent the Company from agreeing to release additional employees.
- (d) The taking of leave shall be arranged so as to minimise any adverse effect on the Company's operation. Where the Company approaches the relevant Union and demonstrates genuine difficulties with respect to the release of a particular employee at a particular time (including where the Company may have previously advised of its ability to release such employee) the Union will not unnecessarily press its request for the release of that employee at that time. If the matter is not amicably resolved, it shall be processed in accordance with the Grievance and dispute settling procedure in clause 3.1.
- (e) The scope, content and level of the courses shall be as such as to contribute to a better understanding of industrial relations, industrial efficiency and workplace issues within the Company's operations and shall



reflect and be congruent with the Queensland Breweries Pty Ltd Development Program. As such the courses attended shall be in addition to those offered under the development program and shall not duplicate the courses offered by the employer under the program.

- (f) In granting such paid leave the Company is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- (g) Leave granted to attend courses will not incur additional payment if such course coincided with an employee's rostered day off.
- (h) The taking of leave shall not affect other leave granted to employees under this Award, nor shall it adversely affect the employee's service for the calculation of leave entitlements.
- (i) On completion of the course the employee shall, upon request, provide to the Company proof of their attendance at the course. Non-attendance at a training course will result in the employee not being paid for such time.

## 11.5 Award posting

A copy of this Award shall be displayed by the Company in a prominent position so as to be easily read by the employees and shall form part of the employee induction program.

### Schedule 1 - Increases and bonuses

Clauses 5.1 provide Brewery Technician base rates of pay. Increases provided under these clauses are shown in the following table. The final rates shown in this table are to be used for all purposes of the award, including the calculation of service entitlements as provided for in clause 5.2 of this Award.

#### Queensland Breweries Pty Limited Increases and Bonuses

Pay Level	Base Rate of Pay Clause 5.1.2 \$	Base Rate of Pay 1994 Rates \$	Clause 5.3 4.16% January 1996 \$	Clause 5.3 8.45% January 1997 \$	Clause 5.1.4(e) 3% 21 April 1997 \$	Clause 5.3 January 1998 \$
10	24.1215	17.68	18.42	18.57	19.13	19.51
9	23.6015	17.16	17.87	18.03	18.57	18.94
8	23.1545	16.66	17.35	17.50	18.03	18.39
7	22.6745	16.17	16.84	16.99	17.50	17.85
6	22.3645	15.87	16.53	16.67	17.17	17.51
5	22.0045	15.50	16.14	16.28	16.77	17.10
4	21.6845	15.19	15.82	15.96	16.44	16.77
3	20.9845	14.49	15.09	15.22	15.68	15.99
2	20.4615	14.01	14.59	14.72	15.16	15.46
1	19.634	13.14	13.69	13.80	14.21	14.50
(entry level) 0	19.264	12.77	13.30	13.41	13.81	14.09

Note 1. These rates include first 2 \$8 Safety Net Adjustments (SNA). The second SNA has been subsequently absorbed by increases and bonuses as provided for under the Commission's Principles. Therefore the next column, 'base rate of pay', shows the rate minus \$8 per week, i.e. the original 1994 rate of pay.

Note 2. Bonus increases to base rate of pay as a result of SCIP have been guaranteed at a minimum of 2% in January 1998.

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 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.

Dated 21 October 2003.

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

Operative Date: 1 December 2003