

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**BUILDING MATERIALS - CSR LIMITED AWARD
(COOPERS PLAINS) - 2003**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Building Materials - CSR Limited Award (Coopers Plains) - 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 Building Materials - CSR Limited Award (Coopers Plains) - 2003 as at 1 September 2010.

Dated 1 November 2010.

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

**BUILDING MATERIALS - CSR LIMITED AWARD
(COOPERS PLAINS) - 2003**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Building Materials - CSR Limited Award (Coopers Plains) - 2003.

1.2 Arrangement

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1.3 Operation of award

This Award takes effect from 1 December 2003.

1.4 Application of Award

This Award shall apply to employees engaged in or in connection with the manufacture, production and handling of building materials and products and work incidental thereto at the property of the CSR Limited, located at 768 Boundary Road, Coopers Plains.

1.5 Parties Bound

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

1.6 Definitions

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

1.6.2 "Commission" means the Queensland Industrial Relations Commission.

1.6.3 "Union" means The Australian Workers' Union of Employees, Queensland.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultative mechanisms and procedures in the workplace

- 3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.
- 3.1.2 At each plant or enterprise, an employer, the employees and their relevant Union 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 3.1.1 herein shall be processed through that consultative mechanism and procedures.

3.2 Grievance and dispute settling procedure

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

- 3.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.2.2 If the grievance or dispute is not resolved under clause 3.1.1, 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.
- 3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.2.4 If the grievance or dispute is still unresolved after discussions listed 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.
- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given in accordance with the relevant Industrial relations legislation applicable from time to time.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above

procedure is being followed.

- 3.2.8 All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.2.9 Any Order or Decision of the Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

4.1 Employment categories

- 4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) part-time (as defined); or
- (c) casual (as defined).

4.2 Casual employment

- 4.2.1 A casual employee is an employee engaged on an hourly basis, who is employed for up to 38 ordinary hours per week.
- 4.2.2 Except where otherwise expressly provided, a casual employee must be engaged for a minimum period of 2 hours work or receive a minimum payment of 2 hours per engagement.
- 4.2.3 A casual employee must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed in clause 5.1 for the class of work performed plus a loading of 23%.
- 4.2.4 Subject to clause 4.2.2 a casual employee may leave the employer's service or be discharged without notice.

4.3 Mixed functions

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

4.4 Incidental and Peripheral Tasks

- 4.4.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 4.4.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
- 4.4.3 Any direction issued by an Employer pursuant to clauses 4.4.1 and 4.4.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.5 Trainees

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

4.6 Anti-discrimination

4.6.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

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

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

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

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

4.7 Termination of employment

4.7.1 Statement of employment

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

4.7.2 Termination by employee

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

Period of Continuous Service	Period of Notice
not more than 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 clause 4.7.2(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.

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

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

(d) In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned shall be used.

(e) The period of notice in clause 4.7.2(a) shall not apply in the case of dismissal for misconduct or other grounds that justified instant dismissal, or in the case of casual, or seasonal employees, or to employees on daily hire, or employees engaged for a specific period of time or for a specific task or tasks.

4.7.3 Notice of termination by employee

The notice of termination required to be given by an employee shall be one week, or payment forfeited in lieu thereof.

4.8 Introduction of changes

4.8.1 Employer's duty to notify

- (a) Where an employer has made a definite decision to introduce major 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 their Union.
- (b) "Significant effects" include 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 this Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.8.2 *Employer's duty to discuss change*

- (a) The employer shall discuss with the employees affected and their Union, *inter alia*, the introduction of the changes referred to, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 4.8.1.
- (c) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their Union, 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 inimical to the employer's interests.

4.9 **Redundancy**

4.9.1 *Discussions before terminations*

- (a) Where an employer has made a definite decision 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 hold discussions with the employees directly affected and where relevant, their Union.
- (b) The discussions shall take place as soon as it is practicable after the employer has made a definite decision which will invoke clause 4.9.1, and shall cover *inter alia*, the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate the adverse effects of any terminations of the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.9.2 *Transfer to lower paid duties*

Where an employee is transferred to other duties for reasons set out in clause 4.7.1, the employee shall be entitled to the same period of notice of transfer the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

4.9.3 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.9.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce

proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.9.4 *Notice to Centrelink*

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

4.9.5 *Severance pay*

In addition to the period of notice prescribed for ordinary termination in clause 4.8.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.9.1 shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay
1 year or less	nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

"Weeks' pay" means the ordinary time rate of pay for the employee concerned.

4.9.6 *Superannuation benefits*

Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme, such employee shall only receive under clause 4.9.5 the difference between the severance pay specified in that clause and the amount of the superannuation benefit such employee receives which is attributable to employer contributions only. If this superannuation benefit is greater than the amount due under clause 4.9.5 then the employee shall receive no payment under that clause.

4.9.7 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.9.1 may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under clause 4.9 had such employee remained with the employer until the expiry of such notice:

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

4.9.8 *Alternative employment*

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

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

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

4.9.10 *Employees exempted*

Clause 4.9 shall not apply:

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

4.9.11 *Employers exempted*

Subject to an order of the Commission, in a particular redundancy case, clause 4.9 shall not apply to employers who employ less than 15 people.

4.9.12 Incapacity to pay

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

4.10 Continuity of service - transfer of calling

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Wages

5.1.1 The minimum rates of wages for the Southern Division, Eastern District shall be as follows:

	Per week
	\$
Group 1	662.60
Group 2	648.70
Group 3	643.70
Group 4	640.90
Group 5	631.90

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.

5.1.2 For the purposes of clause 5.1.1, each Group shall be comprised of the following classifications:

Group 1 -

Senior hand, Gyprock factory
Senior hand, Plaster mill

Group 2 -

Leading hand, Warehouse
Leading hand, Unloader
Leading hand, Plant operator

Group 3 -

Forming machine attendant
Forklift driver (capacity in excess of 4,536 kg)

Group 4 -

Forklift driver (capacity up to 4,536 kg)
Grader (with forklift duties)
Gypsum reclaimer

Group 5 -

Products handler
All other labour

5.1.3 *Junior workers -*

Percentage

	of minimum adult rate %
Under 16 years of age	45
Between 16 and 17 years	50
Between 17 and 18 years	55
Between 18 and 19 years	65
Between 19 and 20 years	75
Between 20 and 21 years	85

And thereafter at adult rates:

Provided that employees over the age of 18 years shall be paid the full adult rate where they are able to perform all aspects of job for which they are classified.

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

5.1.4 *Casuals* - Casual workers shall be paid 23% in addition to the ordinary rate herein prescribed.

5.1.5 *Leading hands* - An employee who has been appointed a leading hand shall receive an extra \$20.40 per week when in charge of not more than 10 employees:

Provided that the allowances prescribed in clause 5.1.4 shall not apply to classifications in Groups 1 and 2 in clauses 5.1.1 and 5.1.2.

5.1.6 *First aid attendant* - Where the employer appoints an employee who holds an appropriate first aid certificate as a first aid attendant, an additional \$11.30 per week in which an employee works 3 days or more shall be paid to such employee.

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

6.1 Hours

6.1.1 *Day workers* -

- (a) The ordinary hours of work for any day worker shall be an average of 38 per week over a 4 week cycle to be worked on any days, Monday to Friday inclusive, between the hours of 6.00 a.m. and 6.00 p.m. or such times as may be agreed between the Company and the Union.
- (b) Provided that work done prior to the spread of hours fixed in accordance with clause 6.1.1 for which overtime rates are payable shall be deemed for the purpose of clause 6.1.1 to be part of the ordinary hours of work.
- (c) any arrangement for ordinary hours where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned, and the Union.
- (d) In any arrangement for ordinary hours where the ordinary working hours are to exceed 10 on any day, the arrangement of hours shall be subject to agreement between the employer, the majority of employees in the work section or sections concerned, and the Union, provided that the ordinary hours shall not exceed 12 on any day. Such arrangement shall be subject to:
 - (i) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 Hour Shifts;
 - (ii) proper health monitoring procedures being introduced;
 - (iii) suitable roster arrangements being made; and
 - (iv) proper supervision being provided.

6.1.2 *Shift work* -

- (a) The ordinary working hours of shift workers, both non-continuous and continuous shall not exceed:
 - 38 per week; or
 - 76 per fortnight; or

114 in 3 weeks; or
152 in 4 weeks; or
228 in 6 weeks.

Each shift shall be inclusive of a crib time which shall be counted as time worked.

- (b) In any arrangement of ordinary hours where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned, and the Union.
- (c) In any arrangement for ordinary hours where the ordinary working hours are to exceed 10 on any day, the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned, and the Union, provided that the ordinary hours shall not exceed 12 on any one day. Such arrangement shall be subject to:
 - (i) the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 Hour Shifts;
 - (ii) proper health monitoring procedures being introduced;
 - (iii) suitable roster arrangements being made; and
 - (iv) proper supervision being provided.
- (d) Night shift may commence not earlier than 10.30 p.m. on Sunday and the period between such commencing time and midnight Sunday shall be regarded as ordinary working hours. The shift roster shall not be changed without one week's notice being given to the employees concerned.

6.2 Shift allowance

6.2.1 In addition to the rates of pay prescribed by clause 5.1.1 of this Award, employees whilst engaged on afternoon shift and night shift, as established pursuant to clause 6.1.2 of this Award, shall be paid an additional penalty rate for each such shift as follows:

- (a) Afternoon shift 12.5% (or \$9.70 whichever is the greater)
- (b) Night shift 15% (or \$9.70 whichever is the greater)

6.2.2 For the purposes of clause 6.2.1 the percentage which is quoted shall be the amount which is payable for each shift in addition to the employee's ordinary time wage rate.

6.2.3 This extra shift rate shall not apply to shift work performed on Saturday and Sunday where extra payments apply to continuous shift work.

6.2.4 No employee shall as a result of clause 6.2 suffer any reduction to their current entitlement to shift allowance.

6.3 Extra payment for continuous shift workers

Where continuous shift work is performed, one and a-half times ordinary rates shall be paid from midnight Friday to midnight Sunday. All time worked over 8 hours in any shift during this period shall be paid for at double ordinary time.

6.4 Overtime

6.4.1 *Day workers* -

- (a) Payment for overtime shall be at the rate of time and a-half for the first 3 hours and double time thereafter.
- (b) Employees required to work overtime commencing on Saturday mornings shall be paid at one and a-half times the ordinary rate for the first 3 hours and double time thereafter.
- (c) Double time shall be paid for work done on Sundays.
- (d) Employees required to work overtime on Saturdays or Sundays shall be granted a minimum of 4 hours' work or shall be paid 4 hours' pay in lieu thereof.
- (e) Any employee 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 the employee has not at least 10 consecutive hours off duty between those times shall, subject to clause 6.4.1(e), be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring

during such absence. If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that where an employee is recalled to work overtime and actually works not more than 2 hours' overtime, clause 6.4.1(e) shall not apply:

Provided further that the provisions of clause 6.4.1(e) shall 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;
- (ii) where a shift worker does not report for duty;
- (iii) where a shift is worked by an arrangement between the employees themselves.

6.4.2 *Shift and continuous shift workers -*

Payment for all overtime shall be at the rate of double time where more than one shift per day is worked.

6.5 Meal times and rest pauses

6.5.1 An employee shall not be required to work for more than 5 hours without a break for a meal:

Provided that by agreement between the employer and the majority of employees in the plant, work section or sections concerned, an employee or employees may be required to work in excess of 5 hours but not more than 6 hours at ordinary rates of pay without a meal break.

6.5.2 Such meal break shall not be less than 30 minutes nor more than one hour or as otherwise agreed between the employer and the majority of employees in the plant, work section or sections concerned.

6.5.3 A day worker required to work during the recognised meal break shall be paid at double time for the time so worked.

6.5.4 When working overtime for more than one hour after the ordinary ceasing time, 30 minutes shall be allowed for crib for which no deduction of pay shall be made.

6.5.5 Any employee who is required to work for a period of at least 4 hours after having been given such meal break shall be allowed a further break of 30 minutes after each further 4 hours' work for which no deduction of pay shall be made provided that the employee is required to continue working after each subsequent break or breaks.

6.5.6 An employee called upon to work overtime for more than one hour after the ordinary ceasing time shall be paid an allowance of \$9.60 for a meal or shall be supplied by the employer with a reasonable meal in lieu of such payment in respect of each meal break allowed during such overtime as provided for in clause 6.5.5.

6.5.7 When an employee has been previously notified that he is required to work overtime after the ordinary ceasing time and such overtime is not then worked, in the event of the employee having provided himself with one or more meals as a result thereof, the employee shall be paid the \$9.60 meal allowance as provided in clause 6.5.6 for each such meal so provided.

6.5.8 *Shift workers and continuous shift workers*

Thirty minutes shall be allowed in each shift for crib to be taken so as not to affect the continuity of the process, and for which no deduction in pay shall be made.

6.5.9 Employees shall be entitled to a rest pause of 10 minutes' duration in the employer's time during the first and second half of the day and after each 2 hours of overtime. Such rest pauses will not interfere with the continuity of the process.

6.6 Recalls

6.6.1 Any employee required to return to work after the ordinary ceasing time on Monday, Tuesday, Wednesday, Thursday, and Friday for less than 2 hours shall receive payment for 4 hours at overtime rates.

6.6.2 An employee who is required to return to work to perform overtime which work does not continue after the

employee's ordinary ceasing time, shall be entitled to a 30 minute crib break after the completion of each 4 hours of overtime worked and no deduction of pay shall be made in respect thereof:

Provided that an employee who is required to report back to work to perform overtime more than 2 hours, but less than 4 hours prior to the employee's ordinary starting time, shall be allowed 30 minutes crib break at the employee's ordinary starting time for which the employee shall be paid at ordinary rates.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every employee (other than a casual employee) covered by this Award shall, at the end of each year of their employment, be entitled to annual leave on full pay of 4 weeks.

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

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

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

7.1.5 Part-time employees shall be entitled to *pro rata* annual leave based upon the number of hours worked per week in the preceding year of employment.

7.1.6 *Calculation of annual leave pay* - Annual leave pay (including any proportionate payments) shall be calculated as follows:

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

(a) The employee's ordinary wage rate as prescribed by clause 5.1 for the period of the annual leave;

(b) Supervisory allowances or amounts of a like nature;

(c) A further amount calculated at the rate of 17 1/2% of the amounts referred to in clause 7.1.6(a) and (b).

7.1.7 Where an employer closes down their plant or a section or sections thereof for the purpose of allowing annual leave to all or the bulk of the employees in the plant or the section or sections concerned and there are any employees who have not qualified for the full period of 5 weeks' or 4 weeks' annual leave as the case may be, the employer may, in respect of such employee:

(a) pay to those employees who would qualify for the five weeks annual leave, an amount equivalent to 1/9th of one week's wages for each week of service and to those employees who would qualify for the 4 weeks' annual holiday, an amount equivalent to 1/12th of one week's wages for each week of service, and stand them off during the balance of the closing down without pay; or

(b) allow such employees to take full 5 weeks' or 4 weeks' annual leave, as the case may be, in which case no further annual leave shall commence to accrue until after the expiration of the full period which would have qualified the employees for such 5 or 4 week's leave;

(c) all time during which an employee is stood off without pay for the purpose of clause 7.1.7 shall be deemed to be time of service in the next 12 monthly qualifying period, provided that this shall not apply where the period of employment including the period stood down does not exceed 5 weeks:

Provided that the foregoing conditions shall also apply in the event of annual leave being staggered so that employees entitled to annual leave may be broken into 2 groups which overlap into a close down in accordance with the first paragraph, of not more than 2 working weeks (plus public holidays occurring therein) and employees with a lesser period of service may be stood down as in clause 7.1.7(a).

7.2 Sick leave

7.2.1 Entitlement

- (a) Every employee, except casuals, pieceworkers, and school-based apprentices and trainees, is entitled to 60.8 hours sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of 7.6 hours sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.
- (f) Part-time employees accrue sick leave on a proportional basis.

7.2.2 *Employee must give notice*

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

7.2.3 *Evidence supporting a claim*

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

7.2.4 *Accumulated sick leave*

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

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

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

7.2.5 *Workers' Compensation*

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

7.3 Bereavement leave

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

7.3.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.3.

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 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 Provided the employee shall be entitled to a maximum of 2 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an employee's spouse, 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 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

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 Trade Union training leave

7.6.1 Upon written application by an employee to the employer such application being endorsed by the Union and given to the employer at least one month in advance, such employee shall be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the Union.

7.6.2 Leave to attend courses approved by the Union shall also be granted following agreement between the Union and the employer.

7.6.3 For the purposes of clause 7.6 'ordinary pay' shall mean the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.

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

(a) An employee must have at least 12 months' uninterrupted service with the employer prior to such leave being granted.

(b) A maximum of 2 employees per year may attend a course or seminar.

(c) The granting of such leave shall be subject to the convenience of the employer so that the operations of the employer will not be unduly affected.

(d) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.

(e) In granting such paid leave, the employer 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.

(f) In the event that a scheduled rostered day off resulting from a work arrangement established in accordance with this Award falls within a period of leave approved pursuant to this clause, no alternative day off shall be substituted in lieu.

(g) Such paid leave will not affect other leave granted to employees under this Award.

7.7 Public holidays

7.7.1 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);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

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

7.7.2 Labour Day

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

7.7.3 Annual show

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

No employee shall be entitled to receive more than one day per year as Show Day.

7.7.4 Double time and a-half

For the purposes of clause 7.7, where the rate of wages is a weekly rate, "double time and a-half" shall mean one and one-half day's wages in addition to the prescribed weekly rate or *pro rata* if there is more or less than a day.

7.7.5 All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by the Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

7.7.6 Stand down

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

7.7.7 Absences before or after public holidays

When employees, paid on a weekly rate, absent themselves without permission, on the working day preceding or the working day following a public holiday, except Labour Day, they shall not be paid either for the holiday or for the day on which they absent themselves.

7.8 Jury service

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

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

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

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

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

No provisions inserted in this Award relevant to this Part.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

9.1.1 (a) The parties to this Award recognise that in order to increase the efficiency, productivity and competitiveness of industry, a greater commitment to training and skill development is required.

(b) Following proper consultation between the employer and employees, the employer shall develop a training program consistent with:

(i) the current and future needs of the enterprise;

(ii) the size, structure and nature of the operation of the enterprise;

(iii) the need to develop vocational skills relevant to the enterprise through courses conducted on-the-job or by accredited educational institutions and providers where appropriate.

(c) To assist the employer in developing and maintaining a training program consistent with the previously mentioned objectives, employees may be called upon to advise the employer on the design, content and evaluation of the training program. Such employees shall have access to external expertise when additional advice is required and is not available in-house.

(d) Training will occur in line with the program developed by management after proper consultation with employees.

9.1.2 (a) Where it is agreed that additional training in accordance with the program developed pursuant to clause 9.1.1 should be undertaken either on or off the job and if the training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid Training Leave.

(b) 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 with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure: Provided that subject to the presentation of reports of satisfactory progress.

(c) Travel costs incurred by an employee undertaking training in accordance with clause 9.1, which exceed those normally incurred in travelling to and from work, shall be reimbursed by the employer.

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

10.1 Protective clothing

10.1.1 Two sets of suitable work clothes shall be supplied, free of charge, to each employee after the employee has completed 4 months' service with the employer.

- 10.1.2 One further set of suitable work clothes shall be supplied, free of charge, to each employee after the employee has completed one year's service.
- 10.1.3 After the completion of one year's service one set of suitable work clothes shall be supplied to each employee at the completion of each additional 4 months' service.
- 10.1.4 Clothing is to be laundered by the employee and is to be maintained in good order and condition.
- 10.1.5 Clothing (including protective clothing) shall remain the property of the company at all times and on termination of employment the employee is to return all clothing (including protective clothing) which is the property of the company.
- 10.1.6 Clothing issued to an employee must be worn as required by the management by that employee during working hours.
- 10.1.7 An allowance of \$3.00 per week shall be paid to employees who are required to launder work clothing in accordance with this clause.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

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

11.1.3 Inspection of records

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

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

Preamble

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

11.3.1 *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.

11.4 Posting of award

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

Dated 7 October 2003.

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

Operative Date: 1 December 2003