

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

BUILDING PRODUCTS, MANUFACTURE AND MINOR MAINTENANCE AWARD - STATE 2003

Following the Declaration of the General Ruling in the 2011 State Wage Case (matter numbers B/2011/17 and B/2011/19), the Building Products, Manufacture and Minor Maintenance Award - State 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 Products, Manufacture and Minor Maintenance Award - State 2003 as at 1 September 2011.

Dated 1 December 2011.

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

BUILDING PRODUCTS, MANUFACTURE AND MINOR MAINTENANCE AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Building Products, Manufacture and Minor Maintenance Award - State 2003.

1.2 Arrangement

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1.3 Award coverage

1.3.1 Subject to the exclusions contained in clause 1.3.2 this Award applies when an employer engages an employee in a classification contained herein on any of the following work:

- (a) The preparation, manufacturing or assembly or joinery and/or shopfitting components in a workshop, factory, or yard;
- (b) All aspects of masonry work performed in a cemetery or stonemasonry workshop, factory, or yard;
- (c) The manufacture and working of all types of glass, including glass laminate, clear plastic, sheet acrylic or any substitute therefore in a workshop or factory. Such work will include, but not be limited to, designing,

bevelling, cutting, embossing or glazing by hand or machine, painting, silvering, sandblasting, bending etc. and every process incidental thereto.

This Award will not apply where an employer is in the business of principally carrying out glass bevelling work.

- (d) All facets of plumbing work performed in a workshop, factory or yard;
- (e) The manufacture of signs as well as signwriting work in a workshop, factory, or yard; and
- (f) Maintenance work as defined.

1.3.2 This Award will not apply where employees are:

- (a) Engaged on construction work (as defined) in the building construction industry Award - State 2002;
- (b) Engaged on station properties and in the ordinary course of their duties as station hands use tradesperson's tools;
- (c) Engaged under the Furniture and Allied Trades Award - State 2002;
- (d) Engaged under the Forest Resources Industry Award - State 2002;
- (e) Specifically covered by any other award or industrial agreement; and
- (f) Employed by the Queensland State Government, government instrumentalities, local authorities including the Brisbane City Council, and employees of bulk sugar terminals.

1.4 Area of operation

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

1.4.1 Divisions

- (a) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees 30 minutes of south latitude; from that latitude due west to the western border of the State.
- (b) Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees of south latitude; from that latitude due east to the sea coast; from the sea-coast northerly to the point of commencement.
- (c) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

1.4.2 Districts

- (a) Northern Division:

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

Western District - The remainder of the Northern Division.

- (b) Southern Division:

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

Western District - The remainder of the Southern Division.

1.5 Date of operation

This Award takes effect from 24 March 2003.

1.6 Parties bound

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

- (a) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- (b) The Plumbers and Gasfitters Employees Union of Australia, Queensland Branch, Union of Employees;
- (c) Australian Building Construction Employees and Builders' Labourers' Federation (Queensland Branch) Union of Employees;

and their members.

1.7 Definitions

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

1.7.2 "Assembler A" means an employee who in manufacturing any building sections or components is:

- (a) Wholly engaged in assembling prepared pieces of timber or other material (which is dressed, morticed, tenoned or otherwise prepared by machining), by cramping, nailing, screwing, gluing or fastening in any way.
- (b) Not responsible for the dimensions of the article other than by checking with gauges or other measuring instruments, but may be required to trim, dress and/or sand such prepared articles (excluding the fitting of joints) in accordance with the instructions given by a tradesperson.

1.7.3 "Assembler B" means an employee engaged exclusively on repetitive assembly of building components on any automatic, semi-automatic or present single purpose machine and whose work may include:

- (a) The repetitive assembling of component parts of any article in predetermined positions in which no fitting or adjustment is required.
- (b) The attachment of accessories, such as window fasteners, casement stays or balances, to articles in predetermined prepared positions provided that no such employee will be responsible for the setting up of machinery or the dimension of the products.

1.7.4 "Bricklayer" means an employee over the age of 21 or who has completed an apprenticeship or a recognised period of training under the Training and Employment Act 2000, who is engaged in bricklaying, brick cutting, tiling, and settling pointed brickwork, firework - including kilns, furnaces, or furnace work of any description as far as it relates to brickwork, setting coke slabs, coke bricks, glass bricks, cutting openings in the brickwork for doorways, windows, arches, etc., building in and fixing of steel frames in brick buildings for doorways, windows, arches, etc. and/or engaged in roof tiling, fibrolite slating or shingling, which is not covered by any other award.

1.7.5 "Carpenter, Joiner, Shopfitter and Machinist" means an employee over the age of 21 or who has completed an apprenticeship or a recognised period of training under the Training and Employment Act 2000, using tools or any machine or saw driven by power in the carpentry, joinery, or shopfitting trade.

1.7.6 "Commission" means the Queensland Industrial Relations Commission.

1.7.7 "Concreter (in cemeteries)" means any employee who erects rough walls around graves in cemeteries.

1.7.8 "Country work" means any work in respect of which the distance, or the travelling facilities, to and from such place of work make it reasonably necessary for the employee to live and sleep at some place other than the employee's usual place of residence at the time of commencing such work.

1.7.9 "Fibrous Plasterer" means any employee over the age of 21 or has completed an apprenticeship or recognised period of training under the Training and Employment Act 2000, who is engaged in fibrous plaster work or who is employed at all or any of the following classes of work:

- (a) The casting and/or fixing of all fibrous plaster and other plastering material, including battening for same; the stopping and setting of all joints in same; the making of all plaster piece moulds, jelly moulds, wax moulds, or moulds of any description used for the purpose of making and/or casting fibrous plaster or pressed cement work.
- (b) The casting and/or fixing of scagliola and material of a like nature, and work in connection with architectural modelling and/or manufacturing architectural ornaments of fibrous plaster and/or cement; also the

manufacture of acoustic tiles moulded into slab form and having an earth base.

(c) Texture work, where the materials used in such texture work consists of plaster, cement or light weight aggregates such as perlite, vermiculite and gyprock, whether applied by manual or mechanical means will be the work of either the "plasterer" or the "fibrous plasterer".

1.7.10 "Floor Specialist" means any employee over the age of 21 or has completed an apprenticeship or recognised period of training under the Training and Employment Act 2000, as a floor layer, or who is engaged in the following classes of work: the laying of floors with granolithic, magnetise, marble mosaic, and composition floors of all descriptions.

1.7.11 "Glazier in a shopfitting, joinery shop or factory" means an employee over the age of 21 or who has completed an apprenticeship or a recognised period of training under the Training and Employment Act 2000, employed in any factory or shop where the employer is exclusively or mainly engaged in the manufacture of joinery for sale whose duties will consist of cutting the glass and placing it in position, sprigging it in, running in the putty, and facing it off to the completion of the work.

1.7.12 "Joinery, shopfitting, workshop, factory or yard" means a factory, workshop or yard where the employee is exclusively or mainly engaged in the manufacture of joinery, shopfitting.

1.7.13 "Junior" means an employee other than an apprentice, or an apprentice on probation, under 21 years of age engaged in any calling to which this Award applies, who does not receive the rate of wage prescribed by it for a tradesperson or adult.

1.7.14 "Labourer" means an employee who is responsible for cleaning the work area as necessary, loading of trucks, and general labouring duties which will include assisting other workers covered by this Award.

1.7.15 "Leadlight worker" means an employee who is engaged in any work in connection with the manufacture of leadlights.

1.7.16 "Machinist" means a masonry, etc. employee who operates a machine for the sawing, gritting, dressing, facing or polishing of all kinds of stone, composition or reconstituted stone, terrazzo or similar compositions.

1.7.17 "Maintenance" means the repair and renovation of buildings and structures necessitating the use of building tradespersons', or labourers' skills and/or tools. This definition excludes:

(a) Maintenance work performed by employees outside of a workshop, factory or yard who would principally be employed under the terms and conditions of the Building Construction Industry Award - State 2002 for that work.

(b) Work necessitating extensive structural changes, external or internal, which requires significant changes to floor plans.

(c) Work which requires the use of major fixed scaffold and the erection of such scaffolding.

1.7.18 "Mason" means an employee who has completed an apprenticeship or a recognised period of training under the Training and Employment Act 2000, as a stonemason (such apprenticeship to comprise four years' training as a cutter and one year as a setter) who is qualified to use a mallet, chisel, or other tools or implements of the trade, and qualified to cut granite, marble, freestone, slate, terrazzo, porphyry, bluestone trachyte and/or artificial stone, by hand or machine; also an employee who is qualified to point, fix or drill the abovementioned stones or compositions or to work with a high speed carborundum abrasive machine thereon and/or any other composition in the making of which the abovementioned stones are used.

1.7.19 "Ordinary rates" will, unless the context otherwise indicates, mean the ordinary weekly rate prescribed in this Award divided by the weekly working hours prescribed by this Award.

1.7.20 "Painter" means any employee over the age of 21 or has completed an apprenticeship or recognised period of training under the Training and Employment Act 2000, engaged in any manner whatsoever in connection with the painting of dwelling house or other buildings of any nature, fences, bridges (whether construction of iron or wood, or partly of iron and partly of wood), tanks for storage of oil, water or any similar purpose (other than work performed on tanks in engineering shops), traffic lines (except for work performed for the Director General Department of Transport) or in connection with plastic relief and texture work, paperhanging, applying and/or fixing vinyl wall hangings and other similar flexible wall hangings or coverings, decorating, graining, marbling, gilding, signwriting, glazing, glasscutting (except when done by the shop salesperson, picture framers, or furniture makers or in any factory or shop where the employer is exclusively or mainly engaged in the manufacture of joinery for sale), kalsomining, distempering, colour-washing, lime-washing, staining, varnishing, stripping off old paper, removing old paint or varnish; and to all employees engaged in any of the aforesaid branches of the trade upon any inside part or parts of any ship or vessel in connection therewith, including

(without limiting the ordinary meaning of the definition) the inside of all cabins, saloons, companions, smokerooms, lounges, social halls, skylights, pantries, bathrooms, lavatories, sculleries, butchering shops, bake houses, engine rooms from skylight down to first grating, and all new and repaired work in same, and the preparing and getting up, painting, and finishing of all deckheads, deckhouses and combings of same, lifebuoys, lifebelts, boxes, deck sears, deck buckets, etc., navigating and flying bridges, wheelhouse, chart rooms, and all parts of any vessel which may be grained and/or varnished, ventilators, fidley casings, accommodation ladders, side screens and lockers; and to all employees engaged in any one or more of the said branches in connection with boat names and badges, scroll work, gilding and signwriting upon any part of a ship or other vessel, or any property belonging to or used in connection therewith, and the painting of boats; and to all employees engaged in painting or performing any one or more of the said branches of work upon or in connection with all ferry and passenger boats, yachts, auxiliaries, skiffs, or other small craft; and the preparing and the getting ready of all work connected with any of the abovenamed branches of the trade, and the preparation of all the materials required for any of the said branches of the trade.

(a) The term "painter" does not include employees in meatworks paid under the Meat Export (Mechanical) Award - State 2002 or the Brisbane Abattoir Award 2002 who do whitewashing or limewashing or painting iron fittings or supports.

(b) The term "iron fittings or supports" means:

(i) All iron fittings and/or supports of fittings, also, all equipment or contrivances used in the production and/or processing of meat and by-products of the meat industry;

(ii) Iron supports of building on the slaughter floor and other similar places on the interior of the building which are corroded or similarly affected by processes involved in the production and/or processing of meat and by-products of the meat industry not exceeding a height of three metres from the floor.

It will not be considered painters' work where, for the purpose of preservation of health or cleanliness, it is necessary for ordinary employees in iceworks, retail meat shops, hotels, or cold storage works to white wash or limewash such building as latrines, meat storage rooms, or cold storage rooms. Such limewashing or whitewashing as is usually done in sugar-mills by ordinary sugar-mill employees will not be considered painters' work.

(c) Without limiting the ordinary meaning of the terms:

(i) "Signwriting" will include lettering of every description, size or shape, applied by brush or any other like means, on any surface or material (which, without limiting its meaning, will include stone, wood, iron, metal, brick, cement, plain or fancy glass, canvas, paper, calico, sheeting, bunting, silk, satin, and wire blinds); designing and laying-out for windows, posters, show windows, theatre displays, honour rolls, illuminate addresses, neon signs, stencils, display banners, and cut-out displays of all descriptions, either pictorial, neon signs, stencils, display banners, and cut-out displays of all descriptions, either pictorial, scenic or lettering (where such designing is not done by an architect or architectural draftsman); using scotchlite or any other similar materials (whether luminous or otherwise) together with all the processes concerned therewith, traffic signs and/or symbols; all pictorial work in connection with any signs of advertisements generally performed by a signwriter. The term does not include any work done by a commercial artist or "ticket-writing" as done by shop assistants under the Retail Industry Interim Award - State 2002

(ii) "Gilding" means the application of gold, silver, aluminium, or any other metal leaf to any surface.

(iii) "Silk screen process signwriting work" will include that designing, setting up, and the operation for duplication of signs on any material whether of paper, fabric, metal, wood, glass, or any similar material.

(iv) "Glazing, glasscutting" will include glass processing cutting and fixing vitrolite or like material, the fixing of glass by any means in any place prepared for its reception, and the fitting and fixing of glazing bars on site.

1.7.21 "Plasterer" means an employee over the age of 21 or who has completed an apprenticeship or a recognised period of training under the Training and Employment Act 2000, and who is engaged in plastering work, or who is employed at all classes of work referred to in this definition, or any manner whatsoever in connection with the plastering trade in sewerage work, except in airlocks, such as rendering or cementing of all access-holes, pits sumps, tanks, filter-beds, etc., also rendering of all work in house connection, work relating to the plastering trade, such as traps, grease and wash traps, basins, etc., also the jointing of all pipes composed of concrete or cement composition as used in sewer work (except where such work is done by a licensed drainer), dressing, and patching up all defects of concrete work which is not of concrete finish, washtubs, and garage floors.

A "plasterer's work" means work which consists of internal and external plastering and cementing, the casting

and fixing of all fibrous and other plastering material, lathing for plaster work, the top dressing of all concrete floors, all cement composition work and wall tiling, and plastering in or in connection with sewers, septic tanks, water tanks and cooling chambers.

1.7.22 "Plumber" means an employee over the age of 21 or who has completed a full term of apprenticeship competent in gas fitting, gas service work (except where covered by the Gas Industry Award - State 2002), all branches of lead work, including sanitary work, hot and cold water appliances and services or who works or fixes galvanised iron or zinc or other metal used for similar purposes, in connection with buildings, who makes baths, tanks, and all other articles made of galvanised iron or zinc or other metal used for similar purposes in or in connection with a plumber's shop, or usually fixed in a building in the course of erection, alteration, or repair, who is engaged in the installation and (or) repair of soda and cordial fountains and accessories thereto, and/or the fixing of cement and/or fibro cement guttering and/or down pipes and/or articles made of any other material which supersedes the material usually fixed by plumbers in connection with buildings and not covered by an other Award, or who is engaged in any of the aforementioned classes of work.

A "plumber's shop" means a shop or factory in which any articles of the nature set out above are manufactured and intended to be used as fixtures in the erection, alteration, or repair of any building.

This definition will not apply to the manufacture of any article made of sheet metal mentioned in the Award relating to sheet metal workers for the time being in force where such is not made in a plumber's shop or on a building in the course of erection, alteration or repair.

1.7.23 "Sand blaster" means an employee engaged in any manner whatsoever in connection with the designing and layouts for patterns on glass, together with all work connected with sand blasting or gravure operations on glass.

1.7.24 "Stonemason, Terrazzo Assistant" means a person employed in a masonry shop or yard assisting or labouring on work classed as building construction work and a person employed as a concreter in a cemetery.

1.7.25 "Signwriter" shall mean any employee over 21 years of age or who has completed an apprenticeship or a recognised period of training under the *Vocational Education, Training and Employment Act 1991*, who in addition to having a knowledge of painting, staining and varnishing, does any of the following work: signwriting, designing and/or lettering of price tickets and showcards.

Pictorial and scenic paintings, or production of signs and posters by means of stencils screens or like methods or any other work incidental thereto including cutout displays of all descriptions, pictorial scenic or lettering and without limiting the generality of the foregoing shall include:

- (a) lettering of every description, size or shape applied by brush on any surface or material which, without limiting its meaning shall include stone, wood, iron, metal, brick cement, glass (plain or fancy), canvas, paper, calico, sheeting, bunting, silk, satin, wire blinds;
- (b) designing for windows, posters, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners.
- (c) Gliding, ie the application of gold, silver, aluminium or any metal leaf to any surface;
- (d) Designing and laying out of cutout displays of all descriptions, either pictorial, scenic or lettering;
- (e) Screen process work, ie the designing, setting up and the operation for duplication of signs on any material, whether on paper, fabric, metal, wood, glass or any similar material.

Without limiting the general meaning, signwriting work shall include the making of stencils and stencilling by screens or any other method and the making and/or fixing of transfers.

1.7.26 "Tiler" means an employee who is engaged in the fixing of floor and wall tiles, fireplace, hearths, and surroundings to same, ceramic, mosaic on floors and walls, marble mosaic on floors and walls, and cut mosaic work, santanax work, terrazzo steps, risers, stringers, and floors when cut in slabs to form a design, linotile flooring and kindred materials where skilled work persons are required to perform the work.

1.7.27 "Union" means those unions mentioned in clause 1.6.

1.7.28 "Waterproofeer" means an employee over 21 years of age or who has completed an apprenticeship or a recognised period of training under the *Training and Employment Act 2000* employed on internal and/or external waterproofing work in cement, bitumen, or similar substances, waterproofing work in cement, bitumen, plaster or patent material, sewer and/or tunnel plastering including the rendering of access holes, pits, sumps, tanks and filter beds, whether all of the foregoing is done by manual or mechanical means.

1.8 Leave reserved

(a) Recalled to work overtime.

(b) Tool allowance Assembler "A" and "B".

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

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

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

that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

4.1 Contract of employment

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

Employment categories are:

- (a) Full-time;
- (b) Part-time (as prescribed in clause 4.2); and
- (c) Casual (as prescribed in clause 4.3).

4.2 Part-time employment

4.2.1 A part-time employee is an employee who:

- (a) is employed for more than 10 hours per week and less than 38 ordinary hours per week; and
- (b) is engaged to work on predetermined days of the week;
- (c) is engaged to work a regular number of hours per week; and
- (d) receives, on a proportionate basis, equivalent pay and conditions to those of full-time employees.

4.2.2 At the time of engagement, the employer and the employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed and the usual daily starting and finishing times.

4.2.3 Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work for full-time employees as detailed in Part 6 of this Award, unless otherwise mutually agreed.

4.2.4 The agreed number of ordinary hours per week will not be varied without the consent of the employee. Any such agreed variation to the number of weekly hours of work will be recorded in writing.

4.2.5 An employer is required to roster a regular part-time employee for a minimum of 4 consecutive hours on any day.

4.2.6 All time worked outside the spread of ordinary working hours as provided for in clause 6.1 and all time worked in excess of the hours as mutually arranged in clause 4.2.1 or 4.2.2 will be overtime and paid for at the rates prescribed in clause 6.5.

4.2.7 A part-time employee employed under clause 4.2 must be paid for ordinary hours worked at the rate of 1/38 of the weekly rate prescribed in clause 5.1 for the class of work performed.

4.2.8 Where a public holiday falls on a day upon which a part-time employee is normally employed, that employee will be paid their ordinary time rate for the number of hours normally worked on that day.

4.3 Casual employment

Casual employees may be engaged on the following terms:

4.3.1 A Casual employee is an employee who is employed by the hour for less than 38 hours in any one week under this Award.

4.3.2 Termination of employment by either party will be by giving two hours' notice or payment/forfeiture in lieu thereof.

4.3.3 A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate prescribed in clause 5.1 for the classification under which they are engaged and adding a loading of 23% thereto. Such loading will be in lieu of all paid leave entitlements applicable. It does not preclude a casual employee being entitled to long service leave entitlements under the Act.

4.4 Piecework prohibited

Piecework of any description will not be worked. Contract work for labour only or substantially for labour only will be considered piecework within the meaning of clause 4.4.

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 Duties

4.6.1 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 consistent with the employee's classification provided that such duties are not designed to promote deskilling.

4.6.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

4.6.3 Any direction issued by the employer pursuant to clause 4.6 will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.7 Termination of employment

4.7.1 *Statement of employment*

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

4.7.2 *Termination by employer*

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

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

(b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

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

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

(d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

(e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.7.3 *Notice of termination by employee*

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.

4.7.4 *Time off during notice period*

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

4.8 Introduction of changes

4.8.1 *Employer's duty to notify*

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

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

4.8.2 *Employer's duty to consult over change*

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

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

4.9 Redundancy

4.9.1 *Consultation before terminations*

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

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

4.9.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.9.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.7.

- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.9.3 *Transmission of business*

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

4.9.4 *Time off during notice period*

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

4.9.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.9.1 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.

4.9.6 *Severance pay*

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

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

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

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

4.9.7 *Superannuation benefits*

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

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

4.9.8 *Employee leaving during notice*

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

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

4.9.9 *Alternative employment*

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

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

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

4.9.11 *Employees exempted*

Clause 4.9 shall not apply:

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

4.9.12 *Employers exempted*

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

4.9.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.9.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:

- (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter, and any prior transmitter, to be continuous service of the employee with the transmittee; or
- (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
 - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

(b) The Commission may amend clause 4.9.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.9.14 Incapacity to pay

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

4.10 Continuity of service - transfer of calling

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

4.11 Anti-discrimination

4.11.1 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.

4.11.2 Accordingly, in fulfilling their obligations under the grievance and disputes 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.

4.11.3 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.

4.11.4 Nothing in clause 4.11 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.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Wages

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

Classification	Relativities	Total Award Rate Per Week \$
Joiners, Shopfitter, Machinists, Glaziers, Carpenters, Bricklayers, Plasterers (including fibrous plasterers), Floor Specialists, Tilers, Plumbers, Licensed Drivers, Leadlight Workers, Painters, Sand Blasters, <u>Waterproofers</u>	100.0%	705.20
Assembler A	87.4%	649.40
Assembler B	83.0%	631.10

Assembler C

82.72%

620.00

5.1.2 Shop stonemasonry classifications - The minimum rates of wages payable to the following classes of employees engaged in stonemasonry work will be as follows:

Classification	Total Award Rate Per Week \$
Stonemason, Artificial Stoneworker	726.84
Machinist	713.90
Stonemason's Assistant, Terrazzo Assistant, Concreter (Cemetery Only)	677.26

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2011 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, 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.

5.1.3 Juniors

The proportion of juniors to adults in the non-trade callings covered by this Award will not exceed one junior to every two adults.

The minimum rates of wages for junior employees will be the following percentage of the respective rate for the labourer classification prescribed in clauses 5.1.1 and 5.1.2:

	%
Under 17 years of age	55
17 years and under 18 years	65
18 years and under 19 years	75
19 years and under 20 years	85

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

5.2 Mixed functions

An employee engaged for more than 4 hours on any one day on work which carries a higher rate than their ordinary classification will be paid the higher rate for the whole day. If employed for 4 hours or less on any one day the employee will be paid at the highest rate for 4 hours.

5.3 Allowances

The allowances prescribed in clause 5.3 will be paid irrespective of the times at which work is performed and, unless specifically provided, will not be subject to any premium or penalty.

Where more than one of the allowances provides payment for disabilities of substantially the same nature, then only the highest of such rates will be payable.

5.3.1 District allowances

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

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

5.3.2 "*Certificated scaffolders*" - Certificated scaffolders employed as such as defined by this Award who hold a certificate of competency issued pursuant to the *Workplace Health and Safety Act 1995*, will be paid \$1.80 per

day extra.

- 5.3.3 *"Insulation work"* - When working in a dust-laden atmosphere caused by the use of materials for insulating, deafening, or pugging work, when, for instance, pumice, charcoal, or any other substitute, including cork and sawdust is used, or when working on insulating work in an average temperature of 7 degrees celsius or under, employees will be paid not less than 73.7c per hour extra.

An employee employed on work which involves the handling of charcoal, pumice, slagwool, insulwool or other loose material of a like nature used on the construction, repair, or demolition of roofing, flooring, walls or partitions, for providing insulation against heat, cold or noise, will be paid at the rate of 73.7c per hour extra.

Employees engaged at fixing insulation materials with hot bitumen will be paid 73.7c per hour extra.

- 5.3.4 *"Wet work"* - When employees are required to work in any place where water is continually dripping so that their clothing becomes wet with water, or when they are required to work where there is water under foot so that the feet of the employees become wet, such employees will be paid not less than 60.95c per hour extra.

Such 60.95c per hour will not be payable when protective clothing or boots are supplied.

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

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

- 5.3.5 *"Leading hand"* - An employee, other than a plumber, appointed to be in charge of all other employees will be paid the additional amounts according to the number of persons in such employee's charge:

	Per Day
	\$
(a) In charge of not more than 1 person	3.62
(b) In charge of 2 and not more than 5 persons	7.97
(c) In charge of 6 and not more than 10 persons	10.03
(d) In charge of more than 10 persons	13.36

Leading hand allowances referred to in clause 5.3.5 will be taken into consideration in the computation of overtime, payment for annual leave, sick leave, public holidays, week-end work, etc.

- 5.3.6 *"Leading hand plumber"* - A leading hand plumber in charge of less than 2 employees will be paid \$5.20 per day in addition to the rate prescribed for plumbers. When in charge of 2 to 4 employees the leading hand plumber will be paid \$7.23 per day extra, and for more than 4 employees \$10.18 per day extra.

A "leading hand plumber" means a qualified plumber who has one or more employees under their control. Where the employer is not a licensed plumber, the plumber in charge of the work will be deemed to be a leading hand plumber.

- 5.3.7 *"Labourers mixing wet concrete or compo"* - Labourers employed mixing or depositing wet concrete or any labourer employed mixing compo for bricklayers or plasterers will be paid 55c per day extra.

- 5.3.8 *"Plasterers top-dressing floors"* - Plasterers engaged in top-dressing floor work or patching old and dirty work will be paid 35.4c per hour extra. This will not apply to terrazzo layers.

- 5.3.9 *"Plasterers in sewers"* - Plasterers engaged in sewer or shaft work in drains 1.22 metres and over in diameter will be paid 35.4c per hour extra. In drains under 1.22 metres in diameter they will be paid 48.05c per hour extra.

- 5.3.10 *"Plasterers cementing water tanks"* - Plasterers engaged in cementing water tanks will be paid 35.4c per hour extra.

- 5.3.11 *"Plasterers using flintkote"* - Plasterers engaged in using flintkote or in rendering floors, walls, and/or ceilings with flintkote will, while so engaged, be paid 60.95c per hour in addition to their ordinary rates.

- 5.3.12 *"Bricklayers on repair work"* - Employees engaged in repairing the brickwork of furnaces and settings in connection with boilers, bakers' ovens, annealing, smelting or coke ovens, kilns, gas retorts, or furnace work of any description, and employees engaged on the construction of brick settings and furnaces in connection with boilers or building ovens or furnaces of any description, where such work is carried out with secondhand bricks (i.e., with bricks which have been previously set in mortar or fire-clay in any construction work) will be paid for at not less than 1 1/6th times the ordinary rates.

Hot work (work at a temperature of 43 degrees celsius or over) will be paid for at 1 1/3rd times the ordinary rates.

The above will not apply to any kiln or furnace work in connection with the burning of bricks, pipes or tiles or any earthenware goods.

5.3.13 *"Work in excessive heat"* - An employee when working for more than one hour in the shade in places where the temperature is raised by artificial means to between 46 and 54 degrees celsius will receive 60.95c per hour or part thereof; an employee when working in places where the temperature exceeds 54 degrees celsius will receive 74.3c per hour extra.

Where the work continues for more than 2 hours in temperatures exceeding 54 degrees celsius, an employee will also be entitled to 20 minutes' rest after every 2 hours' work without deduction of pay. The temperature will be decided by the representative of the employer after consultation with the employee who claims the extra rate.

5.3.14 *"Work under unpleasant conditions"* - Employees engaged in handling charcoal used in refrigerating chambers, cleaning covered drains and cleaning septic tanks will be paid at the rate of time and a-quarter.

Employees required to work amongst ammonia or noxious gas fumes, or fumes of sulphur or acid, or other offensive fumes will be paid 60.95c per hour extra.

5.3.15 *"Asbestos"*

(a) Employees required to use material containing asbestos or to work in close proximity to employees using such materials will be provided and will use all necessary safeguards as required by the *Workplace Health and Safety Act 1995* and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such employees will be paid 73.7c extra per hour whilst so engaged.

(b) The following will apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Award.

(i) Asbestos eradication is defined as work on or about buildings, involving the removal or any other method of neutralisation of any materials which consist of, or contain asbestos.

(ii) All aspects of asbestos work will meet, as a minimum standard, the National Health and Medical Research Council codes, as varied from time to time, for the safe demolition/removal of asbestos based materials.

(iii) Without limiting the effect of the above provision, any person who carried out asbestos eradication work will do so in accordance with the legislation/regulations prescribed by the appropriate authorities.

(iv) In addition to the rates prescribed in this Award, an employee engaged in asbestos eradication (as defined) will receive in addition \$2.02 per hour worked in lieu of all special rates, except those for hot work, cold work, swing scaffold, and second hand timber.

(v) Respiratory protective equipment, conforming to the relevant parts of the Australian Standard 1716 "Specification for Respiratory Protective Devices" will be worn by all personnel during work involving eradication of asbestos.

5.3.16 *"Dirty work"* - An employee engaged on unusually dirty work to which no other allowance applies will be paid 60.95c per hour extra.

5.3.17 *"Hot creosote"* - Labourers employed dipping materials in hot creosote will be paid 74.3c per hour extra.

5.3.18 *"Plumbers on repair work"* - Plumbers engaged in refitting grids for hatches, repairing leaks, renewing parts of conduct or brine pipes, working on compressors or insulator work with charcoal ashes or silicate of cotton or any such material on any boat, ship, or vessel which has done one voyage or more will be paid at the rate of \$1.2835 per hour extra.

5.3.19 *"Tool allowances"* - The following tool allowances will be paid in addition to the ordinary rates to the tradespersons set out hereunder when using their own tools:

	Per Week \$
Carpenter and/or Joiner	24.70
Plumber	24.70
Plasterer and Tiler	20.40

Bricklayer	17.50
Waterproofer	9.60
Signwriter, Painter, Glazier	5.90
Licensed Drainer	5.90

These allowances will not be paid while the employees are absent on annual leave.

- (a) The maximum list of tools to be supplied by glaziers when required to use such tools in their employment will be as follows:

Two putty knives (one facing, one stripping), 12 mm wood chisel, light claw hammer, pair of pincers, duster nail punch, hacking knife, heavy claw hammer, 1 metre folding rule, one pair of 250 mm snips.

A glazier employed other than in a joinery shop will supply in addition to the above the following:

Medium screwdriver; heavy punch; centre punch; prick punch; broad knife; marking line (20 metres); one three metre steel tape.

- (b) The employer will be required to provide the following tools and appliances where necessary:

Chain wrenches, pipe cutter, plumbing irons, ratchets, stocks and dies, taps and drills, vices, soldering iron file, and hacksaw blades, hammers over .9 kilos in weight, pinch bars, and all pipe tongs 300 mm and over in length, chamois leather, gilding tip, gilding knife, gilding brush, signwriter's mop, dagger liner, sponge, pliers, claw hammer, screw driver, stripping knife, large compass, duster, perspex square, tracing wheel, sign t-square, cutter, glass cutters and putty knife.

5.3.20 *"Laying other than standard bricks and heavy blocks"* - stonemason and assistants - Bricklayers laying other than standard bricks and labourers handling building blocks (other than cindercrete blocks for plugging purposes) will be paid as follows:

For bricks over 5.5 kg and up to 9 kg	60.95c per hour extra;
Over 9kg and up to 18kg	107.5c per hour extra;
Over 18kg	\$1.587 per hour extra:

An employee will not be required to lift a building block in excess of 20 kg in weight unless such employee is provided with mechanical aid, or with an assisting employee.

Stonemasons and their assistants will not receive the above allowances if the employer provides mechanical means for the handling, lifting and placing of heavy blocks.

5.3.21 *"Explosive powered tools"* - Employees required to use explosive powered tools will be paid \$1.43 per day extra for each day such tool is used.

5.3.22 *"Roof repairs"* - Employees engaged on repairs to roofs will be paid 73.7c per hour extra.

5.3.23 *"Certificate allowance"* - A tradesperson who is the holder of a scaffolding certificate or rigging certificate issued by the Division of Workplace Health and Safety of the Department of Industrial Relations and is required to act on that certificate whilst engaged on work requiring a certificated person will be paid an additional 60.95c per hour extra.

This allowance will not be payable cumulative on the allowance for swing scaffolds set out in clause 5.3.28.

5.3.24 *"Obnoxious or toxic substances"*

- (a) An employee engaged in the preparation and/or the application of epoxy based materials or an employee using toxic substances, or materials of a like nature, will be paid 73.7c per hour extra.

Employees working in close proximity to employees using toxic substances will be paid 60.95c per hour extra.

- (b) For the purpose of clause 5.3.24 obnoxious or toxic substance will include epoxy based materials, and all materials which include or require the addition of a catalyst hardener and reactive additives, or two pack catalyst system, will be deemed to be materials of a like nature.

- (c) Employees required to use toxic substances will be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.

- (d) Employees using such materials will be provided with and will use all safeguards as are required by the

Workplace Health and Safety Act 1995, or in the absence of such requirement, such safeguards as are determined by a competent authority.

5.3.25 "*An employee required to clean down bricks*" - using acids or other corrosive substances will be paid 56.15c per hour extra.

5.3.26 "*First-aid attendant*" - Where an employer appoints an employee, who holds an appropriate first-aid certificate, as a first-aid attendant, an additional \$12.80 per week in which the employee works three days or more will be paid to such employee.

5.3.27 "*Confined space*" - An employee required to work in a place that the dimension or nature of which necessitates working in a cramped position and without sufficient ventilation, will be paid an allowance of 73.7c per hour extra for the actual time such employee is so employed.

5.3.28 "*Swing scaffold*" - A payment of \$4.35 for the first four hours or any portion thereof, and 89.85c for each hour thereafter on any day will be made to any person employed:

- (a) On any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.
- (b) On a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.

5.4 Occupational superannuation

5.4.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees (as defined in clause 5.4.3), shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.4.

5.4.2 *Contributions*

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

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

- (b) Regular payment - The employer shall pay such contributions to the credit of each such employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.
- (c) Minimum level of earnings - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.
- (d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.
- (e) Other contributions - Nothing in clause 5.4 shall preclude an employee from making contributions to a fund in accordance with the provisions of the trust deed of the fund.
- (f) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No other deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed in clause 5.4.

5.4.3 *Definitions*

- (a) "Approved fund" means a fund (as defined in clause 5.4.3) approved for the purposes of clause 5.4 by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by clause 5.4. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" means any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above

qualifying period, superannuation contributions shall then be made in accordance with clause 5.4.2 effective from the commencement of that qualifying period.

- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation and satisfying the superannuation fund conditions in relation to a year of income, as specified in the Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. In the case of a newly established fund, the term will include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary time earnings" shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading and leading hand, in-charge or supervisory allowances, fares and travelling allowances (as contained in clause 8.2.1) where applicable. The term includes any overaward payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, or any other extraneous payments of a like nature. [Note: for the purposes of this clause 'ordinary hours of work' includes ordinary hours of shiftwork where applicable].

5.4.4 *Approved funds*

For the purposes of this Award an Approved Fund will be:

- (a) B.U.S. (Qld).
- (b) Sunsuper.
- (c) Q.U.E.S.T.
- (d) Q Super - employees who are employed by Port Authorities under this Award.
- (e) Any named fund as is agreed to between the relevant employer/Industrial Organisation parties to this Award and as recorded in an approved Industrial Agreement.
- (f) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an award of, or an agreement approved by an Industrial Tribunal whether State or Federal jurisdiction which already has practical application to the majority of award employees of that employer.
- (g) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship any Fund nominated by the employer and approved by the Brethren.
- (h) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in an award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (i) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.4.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contributions:

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

- (j) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
 - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
 - (ii) A person must not coerce someone else to make an agreement.
 - (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (Inspection of time and wage records) of the Act.

- (iv) Any dispute arising out of this process will be handled in accordance with the grievance and disputes settlement procedure as contained in clause 3.1.

5.4.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as the Union, may by notification of a dispute to the Commission challenge a fund on the grounds that it does not meet the requirements of clause 5.4.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.4, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.4.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any fund complies with the requirements of clause 5.4, the onus of proof shall rest upon the employer.

5.4.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 5.4.4(c), (d), (e), (f) and (g) shall be determined by a majority decision of employees.
- (b) Employees who are members of an established fund covered by clause 5.4.4(f) shall have the right by majority decision to choose to have the contributions specified in clause 5.4.2 paid into a fund as provided for elsewhere in clause 5.5.4 in lieu of the established fund to which clause 5.4.4(f) has application.
- (c) The initial selection of a fund recognised in clause 5.4.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the fund is clearly disappointing.
- (d) Where clause 5.4.6 has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation.

5.4.7 *Enrolment*

- (a) Each employer to whom clause 5.4 applies shall as soon as practicable as to both current and future eligible employees:
 - (i) Notify each employee of the employee's entitlement to occupational superannuation;
 - (ii) Consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.4.4;
 - (iii) Take all reasonable steps to ensure that upon the determination of an appropriate fund, each eligible employee receives, completes, signs and returns the necessary application form/s provided by the employer, to enable that employee to become a member of the fund; and
 - (iv) Submit completed application form/s and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.4 shall:
 - (i) complete and sign the necessary application form/s to enable that employee to become a member of that fund; and
 - (ii) return such form/s to the employer within 28 days of receipt of the application form/s in order to be entitled to the benefit of the contributions prescribed in clause 5.4.2.
- (c) Where an employer has complied with the requirements of clause 5.4.7(a) and an eligible employee fails to complete, sign and return the application form/s within 28 days of the receipt by the employee of that form/s, then that employer shall:
 - (i) Advise the eligible employee in writing of the non-receipt of the application form/s and further advise the eligible employee that continuing failure to complete, sign and return such form/s within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by

clause 5.4.

- (ii) In the event that the eligible employee fails to complete, sign and return such application form/s within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which the completed and signed application form/s is received by the employer.
 - (iii) In the event that the eligible employee fails to return a completed and signed application form/s within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form/s is a pre-requisite to the payment of any occupational superannuation contributions.
 - (iv) At the same time as advising the eligible employee pursuant to clause 5.4.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.4.7(c)(i) and 5.4.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.4.7(a)(iii) the employer shall be obliged to make contributions as from the date the employee became an eligible employee provided that the eligible employee completes, signs and returns to the employer an application form/s within 28 days of being provided with the application form/s by the employer. Where the eligible employee fails to complete, sign and return an application form/s within such period of 28 days the provisions of clause 5.4.7(c) shall apply.

5.4.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.4.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.4.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.4.5, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.4 excepting that resort to clause 5.4.8 shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

5.4.9 *Exemptions*

An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.4 in the following circumstances:

- (a) Incapacity to pay the costs associated with its implementation; or
- (b) Any special or compelling circumstances peculiar to the business of the employer.

5.5 **Payment of wages**

5.5.1 All wages will be paid weekly by one of the following methods:

- (a) Cash;
- (b) Cheque; or
- (c) Electronic funds transfer (E.F.T.) into a recognised financial institution nominated by the employee.

Such method of payment will be at the option of the employer, and further, that where payment is made by cheque, cheque cashing facilities are reasonably available.

5.5.2 Where mutually agreed between the employer and the majority of employees concerned, all wages will be paid fortnightly in lieu of weekly.

Where it is a well established practice to pay wages fortnightly, then such arrangement will not be affected by clause 5.5.2.

5.5.3 Except where otherwise mutually arranged, all wages will be paid weekly on Fridays within 5 minutes of ceasing time. If not paid, within five minutes of ceasing time, waiting time will be paid at double rates, unless the delay is caused through no fault of the employer.

- 5.5.4 When an employee is discharged or voluntarily leaves the place of employment, provided the necessary required notice has been given the employee will be paid all monies due not later than 24 hours after termination. If the employee is not so paid, waiting time will be paid at double time (not to exceed 8 hours in any 24 hours) unless the delay is caused through no fault of the employer.

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

6.1 Hours of work

- 6.1.1 Subject to clause 6.2 (Implementation of 38 Hour Week) and subject to the exceptions hereinafter provided, the ordinary hours of work will be an average of 38 per week, to be worked in one of the following ways:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

- 6.1.2 The ordinary hours of work prescribed will be worked continuously except for meal breaks and rest pauses, between 6.00 a.m. and 6.00 p.m. Monday to Friday. The spread of hours prescribed may be altered as to all or a section of employees provided there is agreement between the employer and the majority of employees concerned.

Work done outside the hours of 6.00 a.m. to 6.00 p.m. will be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of clause 6.1.

- 6.1.3 The ordinary starting and finishing times of various groups of employees or individual employees may be staggered provided that there is agreement between the employer and the majority of employees concerned.

- 6.1.4 The ordinary hours of work prescribed will not exceed 10 hours on any day.

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

- 6.1.5 Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person will be in the employee's time.

6.1.6 Meal breaks

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

6.1.7 Rest pauses

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

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

6.2 Implementation of 38 hour week

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

- (a) By employees working less than 8 ordinary hours each day; or
- (b) By employees working less than 8 ordinary hours on one or more days each work cycle; or
- (c) By fixing one or more work days on which all employees will be off during a particular work cycle; or

(d) By rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

6.2.2 Subject to clause 6.1.4 employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.

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

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

6.3 38 Hour Week - procedures for enterprise level discussions

6.3.1 The employer and all employees concerned in each establishment will consult over the most appropriate means of implementing and working a 38 hour week.

6.3.2 The objective of such consultation will be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.2.

6.3.3 The outcome of such consultation will be recorded in writing.

6.3.4 In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.

6.3.5 Despite the consultative procedures outlined above, and regardless of any lack of agreement by employees, the employer will have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.

6.3.6 After implementation of the 38 hour week, upon giving 7 days notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, using clause 6.3, including clause 6.3.5.

6.4 Shift work

6.4.1 Employees covered in this Award may be required to perform shift work in accordance with clause 6.4.

6.4.2 Except as provided for in clauses 6.4.3 and 6.4.4, an employer desirous of working shift work on any particular job or jobs may enter into an industrial agreement with the relevant Union, or failing agreement, may apply to the Commission.

6.4.3 Clause 6.4.3 only has application to work performed in a Joinery, Shopfitting workshop, factory or yard as defined in this Award.

Clause 6.4.3 does not apply to factory premises wherein the main activity is glazing work.

(a) For the purposes of clause 6.4.3 the following definitions will apply:

"afternoon shift" means any shift finishing after 6.00 p.m. and at or before midnight;

"night shift" means any shift finishing after midnight and at or before 8.00 a.m.

(b) Subject to the exceptions provided below the ordinary working hours of shift workers will be an average of 38 per week to be worked in accordance with the clause 6.1 save that clause 6.4.2 will not apply.

Despite clause 6.1 the ordinary hours of work will be worked between Monday to Friday inclusive with a paid 20 minute meal break.

Where shifts commence before midnight on a Sunday or any holiday prescribed in clause 7.6, the time so worked before midnight will not entitle an employee to the Sunday of public holiday rates.

(c) Work in excess of the ordinary shift hours will be paid at the rate of double time.

The applicable shift allowance will not be subject to any such penalty.

(d) Shift work allowance - When employed on afternoon or night shift an employee will be paid rates prescribed plus 15%. This shift loading will not apply to shift work performed on Saturdays and Sundays. Where shifts are worked over a continuous period of 7 days per week, 1 1/2 times ordinary rates will be paid from midnight Friday to midnight Sunday.

6.4.4 For private employers other than those set out in clause 6.4.3 afternoon shift may be worked at the rates prescribed herein plus 15%.

6.5 Overtime

6.5.1 All time worked in excess of the ordinary working hours on any day will be deemed overtime.

6.5.2 All overtime in any one day, except as otherwise provided, will be paid for at 1 1/2 times the ordinary rate for the first 2 hours and double time thereafter.

Should an employee start work within 2 hours of the usual starting time, the employee will be paid at the rate of time and one-half for such time preceding the usual starting time, but thereafter at ordinary rates.

6.5.3 No employee will be required to work more than 16 hours' overtime in any one week, urgent shop repairs and breakdown jobs excepted. For such urgent shop repairs or breakdown jobs, where an excess of 16 hours' overtime in any one week is worked, overtime at double the ordinary rate will be paid for such excess.

6.5.4 An employee recalled to work overtime after leaving the employee's business premises (whether notified before or after leaving the premises) will be paid for a minimum of 4 hours' work at the appropriate rate.

Overtime worked in the circumstances specified in clause 6.5.4 will not be regarded as overtime for the purpose of clause 6.5.5 when the actual time worked is less than 3 hours on such recall or on each of such recalls.

6.5.5 If an employee is called upon to work overtime commencing on Saturday the employee will be paid for a minimum of 3 hours. Such payment is to be at 1 1/2 times the ordinary rate for the first two hours and double time thereafter. All work done on Sundays will be paid for at double the ordinary rate of payment.

(a) Any employee required to work overtime on a Saturday or Sunday beyond the 5th hour of such overtime, will be entitled to an unpaid meal break of 30 minutes.

(b) Should the employee be required to continue such overtime beyond 9 hours, the employee will be entitled to a further break of 30 minutes for which no deduction of pay will be made.

(c) After each further 4 hours of overtime, the employee will be entitled to a 45 minute break for which no deduction of pay will be made, provided that the employee is required to continue working thereafter.

(d) Further, the employer will supply a reasonable meal at the employer's expense, at all paid breaks which are prescribed, or pay an allowance of \$11.30 in lieu thereof.

6.5.6 When any portion of an hour's overtime is worked, the employee will receive payment in respect of any broken part of an hour for not less than 1/4 of an hour at current overtime rates.

6.5.7 When any portion of a meal break is worked, such portion will be paid for at double rates. If more than half the meal break is worked, the employee will continue to receive double rates until the employer gives the employee a meal break.

6.5.8 Employees who are required to continue work after their usual ceasing time will be entitled to a 30 minute crib break after 2 hours, or after one hour if overtime continues beyond 6.00 p.m.

After each further period of 4 hours the employee will be allowed 45 minutes for crib. No deduction of pay will be made in respect of any such crib breaks.

6.5.9 When an employee has worked continuously (except for meal breaks) for 20 hours, the employee will have a break of at least 12 hours before again starting work. An employee who works so much overtime between the termination of the employee's ordinary work on one day, and the commencement of the employee's ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times will, subject to clause 6.5.9 be released after completion of such overtime until the employee has had ten 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 will be paid double rates until the employee is released from duty for such period until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.5.10 For overtime worked in any calling in or in connection with which more than one shift per day is worked, employees will be paid not less than double their ordinary rates of wages.

6.5.11 Where an employee, after having been notified to do so, reports for overtime work and is unable to work through wet weather, the employee will receive payment for 3 hours at the ordinary rate of wages.

Clause 6.5.11 applies to Saturdays, Sundays and public holidays.

6.5.12 When an employee living more than 2 kilometres from the place of work, after having worked overtime, finishes work at a time when the customary means of transport is not available and the employee is unable to arrange reasonable alternative means of transport, the employer will provide the employee with suitable means of transport to the employee's home.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

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

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

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

7.1.2 Such annual leave is exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) must be paid for by the employer in advance:

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

(b) in every other case, at the ordinary time rate of pay payable under clause 5.2 to the employee concerned immediately prior to that leave.

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 termination of the employment and shall immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.5, for 4 or 5 weeks as the case may be and also their ordinary time rate of pay for any public holidays occurring during such period of 4 or 5 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of their pay for the period of their employment in the case of a Shift Worker, and 1/12th of their pay for the period of their employment in the case of a Day Worker, calculated in accordance with clause 7.1.5.

7.1.5 Calculation of annual leave pay

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

(a) Shift workers - Subject to clause 7.1.5(c), the rate of wage to be paid to a Shift Worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.

(b) Leading hands etc. - Subject to clause 7.1.5(c), leading hand allowances otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.

(c) All employees - Subject to the provisions of clause 7.1.5(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

(i) the employee's ordinary wage rate as prescribed in clause 5.2 for the period of the annual leave (excluding shift premiums and weekend penalty rates);

(ii) leading hand allowance prescribed in clause 5.2;

(iii) a further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).

(d) Clause 7.1.5(c) does not apply to the following:

(i) any period or periods of leave exceeding:

- 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
- 4 weeks in any other case.

(ii) employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.6 Unless the employee agrees otherwise, the employer must give the employee at least 2 months notice of the date from which the employee's annual leave will be taken.

7.1.7 Except as provided in clause 7.1.4, it is not lawful for the employer to give, or for the employee to receive, payment in lieu of annual leave.

7.1.8 Such annual leave will be exclusive of any rostered day off which would have occurred had the employee not been on annual leave.

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

7.1.10 Annual shut down - An employer may close down an enterprise for a period of at least 21 consecutive days and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster:

Provided that by agreement with the majority of employees concerned, an employer may close down an enterprise for a period of at least 14 consecutive days including non-working days and grant the balance of annual leave due to the employee(s) by mutual arrangement.

7.2 Sick leave

7.2.1 Entitlement

(a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer:

Provided that part-time employees accrue sick leave on a proportional basis.

(b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.

(c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if the employee were not absent on sick leave.

(d) Sick leave may be taken for part of a day.

(e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.2.2 Employee must give notice

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

7.2.3 Evidence supporting a claim

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

7.2.4 Accumulated sick leave

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

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

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

7.2.5 *Workers' compensation*

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

7.3 Bereavement leave

7.3.1 *Full-time and part-time employees*

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 7.3.2.

7.3.3 "Immediate family" includes:

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

7.3.4 *Unpaid leave*

An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

7.4 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 Public holidays

7.6.1 Subject to clause 7.6.7 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.

7.6.2 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 will be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

7.6.3 Annual show

All work done by employees in a district specified from time to time by the Minister by notification published in the *Industrial 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 will be paid for at the rate of double time and a-half with a minimum of 4 hours.

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

7.6.4 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 or a substituted day's leave.

(b) A part-time employee is entitled to either payment for each public holiday or a substituted day's leave:

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

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

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

(e) Nothing in clause 7.6.4 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

7.6.5 Double time and a-half

For the purposes of clause 7.6 "double time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

7.6.6 Stand down

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.

7.6.7 Substitution

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

7.7 Jury service

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

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

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

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

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

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

8.1 Country work

8.1.1 Country Allowance

Country Allowance is defined as:

- (a) Any employee who is sent by the employer or selected or engaged by an employer or agent, to go to country work shall be paid all fares, time and allowance by the employer, covering travel to and from such work and place of engagement.

Such employee must continue to faithfully carry out duties to the completion of such work for a period of at least 2 months.

- (b) On jobs lasting over 2 months and where the distance from the place of engagement to the place of such work is not more than 482 kilometres, such allowances (fares only and that only when availed of) shall be paid once each way every month. Where the distance is not more than 965 kilometres such fares shall be paid every 2 months when availed of.

In the event of an employee being recalled by the employer and afterwards ordered to return to such work, the employee's fare shall be paid on each and every such occasion. Time reasonably taken up in travelling to and from such work shall be paid for at ordinary rates.

- (c) No employee shall be entitled to payment for more than 8 hours at ordinary rates in any one day, unless on the same day the employee is engaged on work paid in addition to payment for the time worked.

- (d) Suitable board and sleeping accommodation shall be provided for the employee on such country work, or the employer will make an allowance to the employee as follows:

Pay an allowance of \$390.20 per week of 7 days but such allowance will not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job the allowance will be \$55.80 per day.

When an employee returns home for a weekend or part of a weekend and is not absent from the job for any of the ordinary working hours, no reduction of the allowance in clause 8.1.1 shall be made.

(e) Any employee travelling to or from jobs shall be allowed fares for such of the undermentioned modes of transport depending on the prevailing circumstances:

(i) Motor coach fare; and/or

(ii) Second class railway fare with sleeping berth if necessary; and/or

(iii) First class boat fare; and/or

(iv) If directed to travel by air or if the location of employees destination necessitates travelling by air, the air fare, which will be for economy class if available.

An allowance of \$26.30 per day to cover expenses shall be paid to the employee whilst travelling by train or motor coach, and if travelling by air such employee shall be paid a reasonable sum (being not less than \$11.30 per meal) in lieu of meals not supplied in transit.

(f) The employer may make an agreement with the Union concerned to vary clauses 8.1 or 8.2 relating to fares and travelling allowances. Such agreement shall be in writing and a copy will be forwarded to the nearest District Industrial Inspector.

8.2 Fares and travelling allowance

8.2.1 Regular shop or workshop employees sent out to any job and who travel in the employer's time shall be paid all fares actually paid by such employees from shop or workshop to job and from job to shop or workshop.

Regular shop or workshop employees sent out to any job and not travelling in the employer's time shall be paid the allowance prescribed in clause 8.2.2.

8.2.2 Except as otherwise provided, the following allowance shall be made by employers to employees (other than regular shop or workshop employees while employed in such shop or workshop) to compensate for excess fares and travelling time incurred in travelling to and from places of work within the radii respectively herein below stated measured from the General Post Office, Brisbane or the principal Post Office in the town or city outside Brisbane in which the work is being carried out.

	Per Day
	\$
Up to 50 kilometres	15.40

8.2.3 *Using own car*

Any employee in receipt of an allowance in clause 8.2.2 and who is required by direction of the employer to travel from job to job on the same day shall, in addition to such allowance, be paid all fares reasonably incurred covering travel from a job where the employee commenced to the job on which the employee finished work of the day.

Where an employer requests an employee to use their own car to effect such a transfer, and such employee agrees to do so, the employee shall be paid 83c per kilometre.

8.2.4 Clauses 8.2.1, 8.2.2 and 8.2.3 do not apply to:

(a) employees in Sugar Mills or;

(b) employees or employers not solely engaged in the building industry who are employed only on maintenance and/or repair work and/or construction of buildings not exceeding 23.23 square metres in floor area, on the premises of the employer, and who are permanently employed.

Such an employee shall be reimbursed for all fares actually paid when travelling in the employer's time between 2 or more premises of that employer.

If an employee is employed on work other than set out above, the employee shall be paid the allowance and when applicable fares as prescribed in clauses 8.2.2 and 8.2.3 whilst so otherwise employed.

For the purpose of clause 8.2.4 "premises" will include all the buildings and/or structures together with appurtenances and surrounding land situated adjacently within a single or contiguous real property

descriptions(s) at which the employee is usually employed.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

9.1.1 The parties to this Award recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this Award, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the use of skills acquired.

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

10.1 Compensation for clothes and tools

10.1.1 An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, will be paid such amount to cover the loss thereby suffered by such employee as may be agreed upon between such employee and the employer or, in default of agreement, as may be fixed by the Commission.

10.1.2 When an employer requires an employee to wear spectacles with toughened glass lenses the employer will pay the costs of the toughening process.

10.2 Laps or freezers

Employees working in chilling or freezing rooms will enjoy the same conditions as to "laps" as employees who are subject to the Meat Industry (Private Export Companies) Mechanical Etc. Award - State.

10.3 Workplace health and safety matters

The use of personal protective clothing and equipment together with the relevant safety measures as set out in the *Workplace Health and Safety Act 1995*, and Regulations, and relevant Codes of Practice are to be followed at all times.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.

- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 *Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that 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 the 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 will be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.3 Union encouragement

Preamble

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

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

11.5 Trade union training leave

11.5.1 Upon written application by an employee to an employer such application being endorsed by the Union and giving to the employer at least one month's notice, such employee will be granted up to 5 working days' leave (non cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the relevant Union

For the purposes of these provisions "ordinary pay" will mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.

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

- (a) An employee must have at least 12 months uninterrupted service with an employer prior to such leave being

granted.

- (b) Clause 11.5 will not apply to an employer with less than 5 full-time employees bound by the Award.
- (c) The maximum number of employees of one and the same employer attending a course or seminar at the same time will be as follows:
- | | |
|--|---|
| Where the employer employs from 5 to 100 employees | 2 |
| Where the employer employs over 100 employees | 4 |
- Where the employer has more than one place of employment in Queensland, then the formula above will apply to the number of employees employed in or from each individual place of employment.
- (d) The granting of such leave will be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected.
- (e) The scope, content and level of the course will be such as to contribute to a better understanding of industrial relations within the employer's operations.
- (f) 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.
- (g) Leave granted to attend courses will not incur additional payment if such course coincided with the employee's day off in the 19 day month working arrangements or with any other concessional leave.

Such paid leave will not affect other leave granted to employees under the Award.

SCHEDULE 1 - List of exemptions from the Long Service Leave Provisions of clause 7.4:

J Michelmores & Co (Proprietary) Ltd in respect of their employees who are now, or subsequently become, members of the Michelmores's Superannuation Fund.

Queensland Farmers Co-operative Association Limited in respect of their employees who are now, or subsequently become, members of the Queensland Farmers Co-operative Association Limited Staff Retirement Plan.

SCHEDULE 2 - List of employers with 2nd Tier Orders which to varying degrees modify the provisions of this Award:

This Schedule acknowledges the employers with Second Tier Orders which were issued by the Commission pursuant to the State Wage Case Decision appearing in the *Queensland Government Industrial Gazette* Volume 124 Folio 501.

To the extent that those Orders remain relevant, the terms of the order apply in conjunction with this Award.

A consolidated Schedule of Second Tier Orders compiled as of 25 November 1991, has been lodged with the Registrar, and was filed as part of the proceedings in Case No. 2R25-1 of 1989.

SCHEDULE 3 - Employees - Delta Services Pty Ltd.

The following rates of pay shall apply to the employees of Delta Services Pty Ltd engaged in Housing Maintenance for BHP Australia Coal.

- (1) (a) Carpenters, Painters and other/Tradespersons shall be paid the equivalent rate for such classifications calculated in clause 3.3 of the Building Construction Industry Award - State.
- (b) Labourers shall be paid the equivalent rate to a labourer defined in clause 3.3 (1)(b)(iv) and as calculated in terms of clause 6 of the Building Construction Industry Award - State.
- (2) The above rate shall apply for all purposes and include compensation for tools and shall apply in lieu of clause 5.3(19).

Second Tier Orders

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Dated 30 January 2003.

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

Operative Date: 24 March 2003