

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**CEMETERY AND CREMATORIUM EMPLOYEES' AWARD - STATE - 2005**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Cemetery and Crematorium Employees' Award - State - 2005 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 Cemetery and Crematorium Employees' Award - State - 2005 as at 1 September 2010.

Dated 1 November 2010.

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

**CEMETERY AND CREMATORIUM EMPLOYEES' AWARD - STATE - 2005**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award will be known as the Cemetery and Crematorium Employees' Award - State - 2005.

**1.2 Arrangement**

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### **1.3 Date of operation**

This Award takes effect from 30 May 2005.

### **1.4 Award coverage**

1.4.1 This Award applies to employees engaged in cemeteries and crematoriums throughout the State of Queensland, and to their employers.

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

1.4.3 This Award will not apply to those employees who come under the terms and conditions of the:

- (a) *Brisbane City Council - Miscellaneous Workers' Award - 2002;*
- (b) *Brisbane City Council Plant Operators' Award 2002;*
- (c) *Brisbane City Council - Construction, Maintenance and General Award 2003;*
- (d) *Brisbane City Council Salaried Staff Award 2002 (Federal); and*
- (e) *Local Government Employees' (Excluding Brisbane City Council) Award - State 2003.*

#### *1.4.4 Salaried Employees - Partial Exemption*

The purpose of this provision is to allow for flexibility in the spirit of genuine negotiations that provides benefits and rewards for the employer and its employees. It is not intended to be used as an audit instrument unless due evidence of a disadvantage can be adequately demonstrated.

Unless specified otherwise, clause 5.1 - Classification structure, clause 5.2 - Wage rates, clause 5.3 - Allowances, clause 5.4 - Payment of wages, Part 6 - Hours of Work, Breaks, Overtime, Shiftwork, Weekend Work, and clause 7.6 - Public holidays shall not apply to salaried employees who have negotiated with the employer a salaried remuneration package of 25% (excluding superannuation) or more above the base rate they would normally receive for the respective wage level they would be classified at under this Award.

A salaried employee may, at the end of each completed year of continuous service, request an audit of their individual circumstances where they can demonstrate that good reason exists. Where a salaried employee believes they are being disadvantaged by being on a salary, such employee may choose to:

- Renegotiate the salary package with the employer; or
- If they are unable to renegotiate the salary package, give the employer 4 weeks' notice of withdrawing from the package arrangement and reverting (or converting) to full coverage under this Award.

No employee shall receive a salaried remuneration package less than what would have applied if all entitlements exempted above were to be applied. Where a shortfall is determined, it will be adjusted by the employer.

If an employee requests and is granted an alteration to their roster for personal reasons which may incur a disadvantage when compared to a base rate employee within the same wage level, the employee will not be entitled to any shortfall.

## **1.5 Area of operation**

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

### *1.5.1 Divisions*

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees 30 minutes of south latitude; from that latitude due west to the western border of the State.

Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees of south latitude; from that latitude due east to the sea coast; from the sea-coast northerly to the point of commencement.

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

### *1.5.2 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.

## **1.6 Definitions**

- 1.6.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.6.2 "AQF" shall refer to the Australian Qualifications Framework which is a nationally recognised system for the issue of vocational qualifications administered by the Australian National Training Authority (ANTA).
- 1.6.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.6.4 "Union" means the Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees.

## **1.7 Parties bound**

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

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

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

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Consultation**

- 3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.
- 3.1.2 At each plant or enterprise, an employer, the employees and their relevant Union commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or Union for consideration consistent with the objectives of clause 3.2.1 will be processed through that consultative mechanism and procedures.

### **3.2 Grievance and dispute settling procedure**

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

- 3.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee(s) may bypass this level in the procedure.
- 3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.5.

- 3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, the matter shall, in the case of a member of the Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.
- 3.2.5 If, after discussion between the parties or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 All parties 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.
- 3.2.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

### **4.1 Contract of employment**

- 4.1.1 Employees (other than casual employees) covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) Full-time;
- (b) Part-time (as prescribed in clause 4.2); 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 a minimum of 15 hours and less than 32 hours per week, to be worked on not more than 5 days of the week; and
- (b) is rostered for a minimum of 3 consecutive hours on any shift or day to be worked on pre-determined days of the week for a regular number of hours.

- 4.2.2 At the time of engagement the employer and the part-time employee will agree in writing the number of ordinary hours to be worked each week.

- 4.2.3 Any agreed variation to the number of ordinary hours worked will be recorded in writing.

- 4.2.4 A part-time employee's roster, but not the agreed number of ordinary hours, may be altered by mutual agreement.

- 4.2.5 All time worked outside the ordinary daily and weekly hours specified in the employee's roster will be overtime and paid for at the rates prescribed in clause 6.2.

- 4.2.6 Part-time employees will be paid at the rate of 1/38th of the appropriate weekly wage as prescribed in clause 5.1.

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

4.2.8 Where a public holiday falls on a day upon which an employee is normally employed, that employee shall be paid the appropriate rate for the number of hours normally worked on that day. An employee's regular roster will not be altered to avoid this obligation.

### **4.3 Casual employment**

4.3.1 A casual employee will mean an employee who is engaged by the hour and who is employed for not more than 32 ordinary hours in any one week.

Provided that a casual employee may work on a full-time or part-time basis for the purpose of relieving a full-time or part-time employee absent on leave.

Provided further that any such arrangement entered into will be recorded in writing in the time and wage records of the enterprise.

4.3.2 The rate of payment of casual employees will be 1/38th of the appropriate weekly wage plus a 23% loading.

4.3.3 The minimum period of engagement of a casual employee will be 3 hours.

### **4.4 Mixed functions**

An employee who is required to perform work or relieve in a position of a higher grade on any day for which a higher rate of pay is prescribed in clause 5.2 shall be paid as follows:

- (a) If more than 4 hours on any day the higher rate for the whole of such day, or
- (b) If 4 hours or less then payment of the higher rate for 4 hours.

### **4.5 Incidental and peripheral tasks**

4.5.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.

4.5.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required:

Provided that the employee has been properly trained in the use of such tools and equipment.

4.5.3 Any direction issued by an employer pursuant to clauses 4.5.1 and 4.5.2 will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **4.6 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)*.

### **4.7 Anti-discrimination**

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

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

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

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

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

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

## 4.8 Termination of employment

### 4.8.1 *Statement of employment*

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

### 4.8.2 *Termination by employer*

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

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

- (b) In addition to the notice in (a) above, employees 45 years of age 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 clause 4.8.2 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

### 4.8.3 *Notice of termination by employee*

The notice of termination required to be given by a full-time or part-time employee shall be 7 days.

If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to one week.

4.8.4 Annual leave will not form part of the notice periods as prescribed in clauses 4.8.2 and 4.8.3, unless mutually agreed in writing.

### 4.8.5 *Time off during notice period*

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

## **4.9 Introduction of changes**

### *4.9.1 Employer's duty to notify*

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

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

### *4.9.2 Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.9.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

## **4.10 Redundancy**

### *4.10.1 Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.10.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

### *4.10.2 Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.10.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.8.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.



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

#### 4.10.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of clause 4.10.3 in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.10.3, "business" includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

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

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.10.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.10.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.10.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.10.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.8.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.10.1(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.

#### 4.10.7 *Superannuation benefits*

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

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

#### 4.10.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.10.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under clause 4.10 had such employee remained with the employer until the expiry of such notice:

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

#### 4.10.9 *Alternative employment*

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

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

Clause 4.10 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.10.11 *Employees exempted*

Clause 4.10 shall not apply:

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

#### 4.10.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.10 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A "company" shall be defined as:
  - (i) a company and the entities it controls; or
  - (ii) a company and its related company or related companies; or
  - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

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

- (a) The provisions of clause 4.10.6 are not applicable where a business is before or after the date of the

insertion of clause 4.10.13 into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:

- (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
    - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.10.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.10.14 *Incapacity to pay*

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

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

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

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

#### **5.1 Classification structure**

##### *5.1.1 Career Path Progression*

Implicit in career path progression is the existence of a suitable vacancy within the establishment to which the employee can be appointed or successfully apply for promotion and that progression is based on work performance rather than tenure.

As a matter of principle, the employer is committed to promotion on the basis of merit that is consistent with equal employment opportunity and affirmative action requirements.

Professional development is not compulsory and will be undertaken in either the employee's or the employer's time depending on the circumstances. This is to promote a culture of learning in line with the employer's commitment to training. Specific in-house training programmes that are compulsory, for example, induction training, training for supervisors would be undertaken in the employer's time.

To progress to a higher classification level, an employee must also have demonstrated a competent level of work performance as highlighted in the performance management programme outlined in the Staff Induction Manual or Staff Handbook that shall be adhered to at all times.

##### *5.1.2 Classification Criteria*

An employer shall determine the classification of a position through the following process:

- An analysis is to be undertaken to establish the requisite skills and responsibilities for each identified position and a position description written for each position;
- Each position is classified by reference to the classification criteria set out below; and
- Employees are notified in writing of their appointment to a position consistent with the requirements outlined in clause 4.1 of the Award.

Classification criteria are guidelines to determine the appropriate classification level and consist of:

- Relativities for each Grade;
- Indicative experience and/or qualifications;
- Indicative levels of responsibility; and

- Indicative duties that represent where the majority of the employees duties are located (i.e. it is not mandatory that an employee performs every duty in a Grade and where it is acknowledged that some duties are only relevant for certain sectors of the industry).

The characteristics nominated above are the principal guide to classification as they are designed to indicate the level of basic knowledge, comprehension of issues, problem and procedures required, the level of autonomy, accountability supervision/training involved with the position.

The characteristics of a Grade must be read as a whole to gain an understanding of the position and the performance requirement. Isolated characteristics should not be used to justify the classification of a position. The key issue to be analysed in properly classifying an employee is the level of initiative, responsibility/accountability, competency and skill that an employee is required to exercise in performing the employee's work within the parameters of the characteristics of the position.

The attributes and skills for each Grade are indicative of those required for each Grade. They are by no means an exhaustive list of the skills, attributes or tasks included in each position within each Grade and employees may be expected to carry out additional tasks as requested, which require skills that are not listed.

It should be noted that some typical duties/skills appear at one Grade only while others appear at more than one Grade. Because of this, the classification or re-classification of a position needs to be done by reference to the specific characteristics of the Grade. As an example, because an employee may be utilising a skill comprehended at a higher Grade than that which the employee has been appointed, the employee assumes the level of qualification, initiative, accountability and competence envisaged by the characteristics of the higher Grade irrespective of whether the employee holds formal qualifications for that higher Grade.

Payment for skills required in a particular position and used on a regular basis and not skills/qualifications possessed is an acknowledgement that some employees are over-qualified for the position they will be engaged in.

### 5.1.3 Classification structure

*Cemetery and Crematorium employee Grade 1 - Introductory* - (relativity to trade equivalent 87.5% - 90%)

#### Indicative Experience and/or Qualifications

Grade 1 - Introductory rate shall apply to a new employee who enters the industry without qualifications or experience relevant to the industry and who has not demonstrated the competency requirements of Grade 2 below.

An employee at this Grade will remain at the 87.5% relativity for up to 6 months and progress to the 90% relativity thereafter with a further progression to Grade 2 - 92.5% relativity after a total of 12 months experience. Alternatively, progression to Grade 2 can occur at any time should the employee meet the entry criteria for Grade 2.

#### Indicative Level of Responsibility

An employee at this Grade would require regular supervision as they are a new entrant or have limited experience and who:

- Works under close direction using established routines, methods and procedures with little scope for deviating from these;
- Are not required to provide more than basic judgement and application of basic problem solving skills; and
- Usually operate within a Work Team with very limited authority.

#### *Indicative Duties*

Activities and duties normally associated with this wage level would include:

- Basic labouring tasks;
- Cleaning;
- Caretaking; and
- Basic operational or maintenance tasks associated with a cemetery and/or crematorium.

Additionally, Grade 1 employees will complete an induction training program including:

- Basic workplace health and safety;
- First aid;

- Conditions of employment; and
- Enterprise policies and objectives.

*Cemetery and Crematorium employee Grade 2 - General hand - (relativity to trade equivalent 92.5%)*

*Indicative Experience and/or Qualifications*

- More than 12 months experience; and
- Progression towards an AQF 2 qualification.

Employees at this wage level may have commenced studies to obtain a formal qualification consistent with the Funeral Services Training Package, Horticulture Training Package or other relevant qualification.

*Indicative Level of Responsibility*

An employee at this Grade would require regular supervision as they have limited experience and who:

- Work under close direction using established routines, methods and procedures with little scope for deviating from these;
- Are not required to provide more than basic judgement and application of basic problem solving skills; and
- Usually operate within a Work Team with very limited authority.

*Indicative Duties*

Grade 2 shall mean an employee who possesses some or all of the following skills or proficiencies and is engaged in activities such as:

- Understanding of cemetery and crematorium protocol and procedures;
- Understanding of the hygiene requirements of the industry;
- Understanding of manual handling and the health and safety considerations associated therewith;
- Duties associated with upkeep and appearance of vehicles;
- General cleaning duties and rubbish removal;
- Basic maintenance duties;
- Assisting with parking guests vehicles;
- Operating and cleaning of a variety of small hand held power tools, other gardening tools or machinery (including a whipper snipper, motor mowers, lawn edger or ride-on mower);
- General gardening and maintenance duties;
- Attending to graves and ornamental shrubs.
- Removing all dead or untidy artificial flowers;
- Assisting with mixing and pouring concrete paths and edges with supervision;
- Trimming plants and trees;
- Weeding and watering garden beds;
- Assisting with building new memorial beds;
- Planting plants and trees under supervision;
- Maintain a garden area with supervision;
- Building new memorial beds with supervision;
- Operating spray equipment with supervision;
- Repairing sprinkler systems; and
- General labouring work as required.

*Cemetery and Crematorium employee Grade 3 - Experienced General hand - (relativity to trade equivalent 97.5%)*

*Indicative Experience and/or Qualifications*

- More than 2 years' experience;
- Possession of an AQF 2 qualification or completion of a Traineeship at AQF 2 relevant to the Industry; and
- Holds a tractor operator's licence.

*Indicative Level of Responsibility*

An employee at this Grade would require general supervision and who:

- Receives general instructions usually covering the broader technical aspects of the work;
- Are subject to progress checks, but such checks are usually confined to ensuring in broad terms, satisfactory progress is being made;
- Has their assignments and work reviewed on completion;

- Although technically competent and well experienced, there may be occasions on which the employee will receive more detailed instructions; and
- Usually operates in a Work Team but may have specified area as of autonomy to perform a range of allocated activities and functions.

*Indicative Duties*

Grade 3 shall mean an employee who possesses some or all of the following skills or proficiencies and is engaged in activities such as:

- A knowledge and practical application of cemetery and crematorium protocol and documentation;
- A general knowledge of first aid procedures;
- Horticulture, gardening and lawn maintenance;
- Operating and cleaning of a variety of hand held power tools, other gardening tools or machinery (including a whipper snipper, motor mowers, lawn edger or ride on mower);
- Participation in a variety of construction and/or maintenance activities;
- Proficiency in clerical duties;
- Installing memorial plaques as required;
- Set up, mix and pour concrete paths and edges;
- Trimming and pruning plants and trees;
- Driving a motorised street sweeper;
- Maintaining a garden area;
- Recognising, reports and treats diseased plants appropriately;
- Teaching safety procedures and equipment use to other employees;
- Building new memorial beds with minimal supervision;
- Operating spray equipment;
- Repairing sprinkler systems;
- Maintaining an inventory of chemicals for use in gardens; and
- Exercising good interpersonal skills, particularly with visitors.

*Cemetery and Crematorium employee Grade 4 - Operator - (relativity to trade equivalent 100%)*

*Indicative Experience and/or Qualifications*

- More than 3 years' experience; and
- Possession of an AQF 3 qualification or completion of an Apprenticeship or Traineeship at AQF 3 or equivalent consistent with the Funeral Services Training Package, Horticulture Training Package or other relevant qualification.

At this Grade, employees perform more highly skilled and often specialised tasks. In some cases these tasks would require formal training and involve the holding of an appropriate authority, licence or other operating permit or ticket. A working knowledge of Council's by-laws or legislative provisions relevant to the area of work would also be a feature.

*Indicative Level of Responsibility*

An employee at this Grade would require limited supervision and who:

- Receives only limited instructions normally confined to a clear statement of objectives;
- Has their work measured in terms of the achievement of stated objectives;
- Is fully competent and very experienced in a technical sense and requires little guidance in the performance of work;
- Operates with autonomy either individually or within a Work Team; and
- Leads or supervises a Work Team.

*Indicative Duties*

Grade 4 shall mean an employee who possess some or all of the following skills or proficiencies and is engaged in activities such as:

- Possessing an adequate knowledge of the policies and practices of the employer's business;
- Grave digging;
- Operating of large ride-on equipment (eg skid steer loader exceeding 2,000cc or ride-on mower exceeding 12 hp);
- Skilled horticulture work, eg garden and lawn design, grafting and propagating;
- Assisting, liaising and conducting a range of cemetery, crematorium and funeral activities as required.

- Designing and constructing garden beds;
- Specifying treatment for diseased plants and trees;
- Deciding which chemicals to use and when they should be used;
- Demonstrating an ability to design and document garden developments;
- Recognising potential problem areas and to report to supervisors;
- Purchasing appropriate plants;
- Designing sprinkler systems;
- Propagating plants from seeds or cuttings.
- Keeping a register of cremations;
- Operating cremation equipment;
- Checking that each cremation is properly identified and authorised;
- Keeping each cremation separate;
- Labelling each set of cremated remains;
- Packing each set of cremated remains in a container;
- Keeping the cremator room clean and tidy;
- Carrying out routine maintenance of equipment;
- Ensuring the cleaning and maintenance of chapel/s; and
- Installing memorial plaques as required.

*Cemetery and Crematorium employee Grade 5 - Leading hand* - (relativity to trade equivalent 110%)

*Indicative Experience and/or Qualifications*

- Possession of an AQF 3 qualification or completion of an Apprenticeship or Traineeship at AQF 3 or equivalent consistent with the Funeral Services Training Package, Horticulture Training Package or other relevant qualification and has progress towards an AQF 4 qualification or higher relevant to the Industry.

*Indicative Level of Responsibility*

An employee at this Grade would require remote supervision and who:

- Demonstrates understanding of a broad knowledge base incorporating some theoretical concepts;
- Apply solutions to a defined range of unpredictable problems;
- Identify, analyse and evaluate information from a variety of sources;
- Identify and apply skill and knowledge to a variety of contexts with some depth in some areas;
- Take responsibility for their own outputs in relation to specified human resource standards; and
- Provides "hands on" management direction for a Work Team usually on site.

*Indicative Duties*

Grade 5 shall mean an employee who possess some or all of the following skills or proficiencies and is engaged in activities such as:

- Responsibility for supervision, training and co-ordination of staff at lower wage levels;
- Acting as a Co-ordinator in the management of on-site situations;
- Performs general or specialised functions and/or supervises and trains other employees;
- Prepares cash payments summaries, banking reports and bank statements, calculates and maintains wage and salary records, follows credit referred procedures, applies purchasing and inventory control requirements, posts journal to ledger etc. who provides detailed advice and information on the establishments products and services, within their own functional area utilising a high degree of interpersonal skills;
- Interacting with the public and other public relations activities;
- Clerical and administrative activities;
- Liaising and conducting a range of cemetery, crematorium and funeral activities as required; and
- Designing the layout of burial plots across the cemetery.

Employment at this Grade would typically be by appointment.

*Cemetery and Crematorium employee Grade 6 - Supervisor* - (relativity to trade equivalent 115%)

*Indicative Experience and/or Qualifications*

Possession of an AQF 4 qualification or higher relevant to the Industry.

*Indicative Level of Responsibility*

An employee at this Grade would require remote supervision and who:

- Demonstrates understanding of a broad knowledge base incorporating some theoretical concepts;
- Apply solutions to a defined range of unpredictable problems;
- Identify, analyse and evaluate information from a variety of sources;
- Identify and apply skill and knowledge to a variety of contexts with some depth in some areas;
- Take responsibility for their own outputs in relation to specified human resource standards;
- Provides guidance and direction in the overall management; and
- Acts as a liaison officer with senior management to ensure company standards are implemented and maintained.

#### *Indicative Duties*

Grade 6 shall mean an employee who possess some or all of the following skills or proficiencies and is engaged in activities such as:

- Overall responsibility for administrative and accounting activities and responsibility for the maintenance of service and operational standards;
- An employee who has the responsibility for banking, maintain and process payroll, dissection of wages, administration of superannuation, payroll tax and other payroll records, keep all records, change and maintain audit trails;
- An employee who has responsibility for the full supervision of personnel and functions associated with the accounting and cash management functions, accurate reporting and submission of statutory terms, ensure all accounting, taxation and administration functions are in compliance with legislative requirements.
- Overall supervision of employees at lower wage levels;
- Recruitment and selection of employees (where required);
- Assistance with budget and financial management; and
- General oversight of enterprise activities.

Employment at this Grade would typically be by appointment.

## **5.2 Wage rates**

5.2.1 Subject to clause 5.2.2 the minimum rates of wages payable to adult employees shall be as follows:

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments., excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

Classification	Per Week \$
Level 1 (Introductory) (first 6 months)	627.90
Level 1 (Introductory) (second 6 months)	638.30
Level 2 (General hand)	648.80
Level 3 (Experienced general hand)	669.60
Level 4 (Operator)	682.00
Level 5 (Leading hand)	723.70
Level 6 (Supervisor)	742.60

#### *5.2.2 Divisional and District parities*

Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the wage rates prescribed by clause 5.2.1 for the Division or District in which they are located:

	Per Hour \$	Per Week \$
Northern Division, Eastern District	0.0275	1.05
Northern Division, Western District	0.0855	3.25
Mackay Division	0.0235	0.90



These amounts are payable for all purposes of this Award.

### 5.2.3 Apprentices

Apprentices may be engaged under this Agreement in accordance with the *Order for Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)* 162 QGIG 414. Wage rates for Grade 4 shall be used as the 100% rate for the purposes of calculating a percentage of the Tradesperson's rate.

### 5.2.4 Trainees

Traineeship Duration	Wage Rate	Traineeship Qualification Outcome
1 year	80% of Grade 2	AQF 2
2 years	80% of Grade 3	AQF 3
4 years	80% of Grade 4 (for year 3)	AQF 4
	90% of Grade 4 (for year 4)	

No adult trainee shall receive less than the Queensland Minimum Wage.

## 5.3 Allowances

5.3.1 *Removals or exhumations* - In the case of removals or exhumations, the employee actually doing such removals or exhumations will be paid \$40.74 for the first body from a grave and \$20.36 for each additional body from the same grave:

Provided that employees who only assist in the removal or exhumation will be paid an extra \$16.37:

Provided further that no less than 4 employees will be employed on any exhumation and/or removal of a person over 8 years of age; nor will less than 2 employees be employed on the exhumation and/or removal of children between the ages of 2 and 8 years. When bones only are to be removed one employee may be employed, and will be paid \$40.74 extra for such service.

5.3.2 *Work in rain* - No work will be performed in the rain except for burials or time graves, and when such work is required and the employee by doing so gets their clothes wet, the employee will be paid at the rate of double time for all work so performed. Such double time will continue until such time as the employee finishes work or is able to change into dry clothing:

Provided that clause 5.3.2 will not apply where an employee has been supplied with adequate rainproof clothing or a suitable rainproof cover under which to work.

### 5.3.3 Cleaning lavatories

- Any employee called upon to clean (other than by merely hosing) earth closets, will be paid 42c per closet per service in addition to the ordinary rate of wages. Each group of 3 or part of 3 urinals will be regarded as equal to one closet.
- Employees called upon to clean closets connected with septic tanks or sewerage will be paid \$7.90 per week in addition to the above rates.

### 5.3.4 Wet graves

- Where employees are required to dig graves by hand in water-logged ground, they will be paid an extra \$1.38 a day.
- Where employees are required to dig graves by hand in ground where human seepage is draining from other graves, they will be paid an extra \$3.36 a day.
- All employees engaged upon digging graves by hand in water-logged ground will be supplied with suitable rubber boots by the employer.

5.3.5 *Hammer and drill work* - Grave diggers engaged on hammer and drill work, using gads and moils, machine drills, pneumatic picks or mechanical picks, will be paid \$2.28 per day in addition to their ordinary rates.

5.3.6 *Payment for re-opening graves* - Where grave diggers are required to re-open graves later than 6 days after burial and/or before 6 months after burial, they will be paid an extra \$3.29 for each such grave:

Provided that where, in the opinion of the Chief Inspector, the ground conditions warrant it, not less than 2 employees will be employed on re-opening graves which are required to be sunk more than 2.13 meters.

- 5.3.7 An employee holding an approved first aid certificate who is appointed as a first aid attendant will be paid \$13.60 per week in addition to their ordinary rate of pay.

#### **5.4 Payment of wages**

Wages will be paid weekly by electronic funds transfer into a financial institution nominated by the employee. Not more than 2 days' pay will be kept in hand.

Provided that employers and individual employees may enter into alternate arrangements by mutual agreement.

#### **5.5 Occupational superannuation**

- 5.5.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees (as defined in clause 5.5.3(b)) shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.5.

##### *5.5.2 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 clause 5.5.3(a)). Each such payment of contributions shall be rounded off to the nearest 10 cents:

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

- (b) Regular payment - The employer shall pay such contributions to the credit of each eligible employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.
- (c) Minimum level of earnings - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings (as defined in clause 5.5.3(d)) 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 5.5 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 5.5.

##### *5.5.3 Definitions*

- (a) "Approved fund" means a fund (as defined in clause 5.5.3(c)) approved for the purposes of clause 5.5 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 5.5. 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 5.5.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. In the case of a newly established fund, the term shall include a

superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.

- (d) "Ordinary time earnings" for the purposes of clause 5.5 means the actual ordinary time rate of pay the employee receives for ordinary hours of work including shift loading, skill allowances and leading hand allowances, where applicable. The term includes any over-award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

5.5.4 For the purposes of this Award, an approved fund means:

- (a) Sunsuper.
- (b) Any named fund as is agreed to between the relevant employer/Union parties to this Award and as recorded in an approved Award.
- (c) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an Award or an agreement approved by an Industrial Tribunal whether State or Federal jurisdiction which has already had practical application to the majority of award employees of that employer.
- (d) 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 5.5.2 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.

5.5.5 *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 5.5.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.5, 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 5.5.2 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 5.5, the onus of proof shall rest upon the employer.

5.5.6 *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 5.5.4(a), (b), (c), (d) and (e) shall be determined by a majority decision of employees.
- (b) Employees who are members of an established fund covered by clause 5.5.4(c) shall have the right by majority decision to choose to have the contributions specified in clause 5.5.2 paid into a fund as provided for elsewhere in clause 5.5.4 in lieu of the established fund to which clause 5.5.4(c) has application.
- (c) The initial selection of a fund recognised in clause 5.5.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long-term performance of the fund is clearly disappointing.
- (d) Where this provision has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation of this provision.

5.5.7 *Enrolment*

(a) Each employer to whom clause 5.5 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 5.5.4;
- (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 5.5 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 5.5.2.

(c) Where an employer has complied with the requirements of clause 5.5.7(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 5.5.
- (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 5.5.7(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 5.5.7(c)(i) and 5.5.7(c)(iii).

(d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.5.7(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 5.5.7(c) shall apply.

#### *5.5.8 Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.5.5, 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 5.5.2 in respect of any eligible employee, such employer shall be liable to make the appropriate contributions retrospectively from 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 5.5.5, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.5 excepting that resort to clause 5.5.8 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.

#### 5.5.9 Exemptions

- (a) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.5 in the following circumstances:
  - (i) Incapacity to pay the costs associated with its implementation; or
  - (ii) Any special or compelling circumstances peculiar to the business of the employer.

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

#### **6.1 Hours**

6.1.1 The ordinary working hours of employees covered by this Award will not exceed an average of 38 hours per week. Such ordinary hours will be worked in accordance with a predetermined and agreed roster on one of the following bases:

- (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.

Where a rostered day off arrangement is in place, by agreement between the employer and the employees affected, rostered days off may be accrued up to maximum of 10 per annum.

When the ordinary work cycle provides for a rostered day off, the rostered day off shall not fall on a public holiday, but shall be on the ordinary working day immediately before or after the public holiday, or by some other arrangement reached by mutual agreement between the employer and the majority of employees.

6.1.2 The ordinary hours of work prescribed by clause 6.1.1 will be worked on not more than 5 days of the week, Monday to Saturday inclusive.

6.1.3 Where such ordinary hours include Saturday, the employee will be entitled to at least 2 consecutive days off. All ordinary hours worked on a Saturday will be paid at the rate of time and one-half for the first 3 hours and double time thereafter with a minimum payment of 4 hours.

6.1.4 The ordinary working hours will be between the hours of 6.00 am and 6.00 pm and will be worked continuously, excluding meal breaks. Where there is agreement between the employer and the majority of employees affected, start and ceasing times of various groups of employees or individual employees may be staggered.

6.1.5 Subject to clause 6.1.6, ordinary hours will not exceed 8 on any one day.

6.1.6 Where the majority of employees and the employees agree, the ordinary hours that are contained in an agreed roster may be as many as 10 per day:

Provided that by arrangement between the Union and the employer, ordinary hours not exceeding 12 on any one day may be worked subject to:

- (a) The employer and the employee concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 hour shifts;
- (b) Proper health monitoring procedures being introduced;
- (c) Suitable roster arrangements being made; and
- (d) Proper supervision being provided.

6.1.7 Regardless of any other provision in clause 6, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees involved may agree to accrue up to a maximum of 10 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 months of the date on which each rostered day off was accrued. Consent to accrued rostered days off shall not unreasonably be withheld by either party.

- 6.1.8 When the ordinary work cycle provides for a rostered day off, the rostered day off shall not fall on a public holiday, but shall be on the ordinary working day immediately before or immediately after the public holiday, or deferred in accordance with clause 6.1.7.

## **6.2 Overtime**

- 6.2.1 Except as is otherwise provided, all time worked in excess or outside of the ordinary working hours prescribed by clause 6.1 will be deemed to be overtime and will be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that there will be a minimum of 4 hours pay for overtime worked by any employee on their public holiday or holidays.

- 6.2.2 All time worked on Sundays will be paid for at the rate of double time with a minimum payment as for 4 hours work.

- 6.2.3 If the meal period is worked, it will be deemed to be overtime and paid for at the rate of double time and such double time payment will continue until such time as the employee finishes work or is allowed a half-hour meal break for which no deduction of pay will be made.

- 6.2.4 Where an employee is called upon to work overtime for more than one hour after their usual ceasing time the employer will supply such employee with an adequate meal or pay an amount of \$9.60 in lieu thereof.

The employee will be allowed a break of 20 minutes in which to consume such meal for which no deduction of pay will be made:

Provided that when an employee has provided themselves with customary meals because of receipt of notice to work overtime, the employee will be entitled to an allowance of \$9.60 for each meal so provided in the event of such overtime not being worked.

- 6.2.5 In the compilation of overtime payments prescribed by clause 6.2, any time of a-half of an hour that is worked on any one day will be paid for as a full half of an hour.

- 6.2.6 Where the employee and employer so agree and at the initiation of the employee, an employee may be compensated for any overtime worked by time-off in lieu of overtime to be taken within 13 weeks of the overtime being worked. Where time-off in lieu is not taken within 13 weeks, overtime will be paid for such time in the next pay.

Time-off in lieu taken will be the equivalent number of hours as was worked by the employee.

- 6.2.7 An employee who works so much overtime between the termination of that employee's ordinary work on one day and the commencement of the employee's work on the next day that the employee has not at least 10 consecutive hours off duty between those times will, subject to clause 6.2.7, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

Provided that, where an employee is recalled to work after ordinary ceasing time, overtime worked in such circumstances will not be regarded as overtime for the purposes of clause 6.2.7 where the actual time worked is less than 3 hours on such recall or on each of such recalls.

## **6.3 Meal breaks**

- 6.3.1 Employees who work at least 6 hours on any one day, will be entitled to a meal break of not less than 30 minutes and not more than one hour to be taken between the 4th and 6th hours after commencing duty at a time which does not interfere with the continuity of work, where continuity is necessary, or as arranged between the employer and the employee.

- 6.3.2 Where a meal break or portion of a meal break is not taken it will be paid at the rate of double time and there will be a break of 30 minutes as soon as possible thereafter for which no deduction of pay will be made.

## **6.4 Rest pauses**

- 6.4.1 Full-time and part-time employees will receive a rest pause of 10 minutes duration in the 1st half and the 2nd

half of each day worked:

Provided that by agreement between the employer and the majority of employees the rest pauses may be combined into one 20 minute break.

Where rest pauses are combined the working day will be divided into 3 approximately equal periods of work.

6.4.2 *Casual and part-time employees* - Casual and part-time employees who work a minimum of 4 consecutive ordinary hours but less than 8 consecutive ordinary hours on any one day will receive a rest pause of 10 minutes duration. Employees who work a minimum of 8 consecutive ordinary hours (excluding the meal break) on any one day will receive a rest pause of 10 minutes duration in the 1st half and the 2nd half of the period worked.

6.4.2 Rest pauses will be taken in the employer's time.

6.4.3 Rest pauses will be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity is necessary.

## **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 not less than 4 weeks' annual leave on full pay.

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.8) shall 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 rate 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 the 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 7.1.8, for 4 weeks and also their ordinary time rate of pay for any public holiday occurring during such period of 4 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/12th of their pay for the period of their employment, calculated in accordance with clause 7.1.8.

7.1.5 If the employee and the employer so agree, annual holidays may be taken wholly or partly in advance before the employee has become entitled to such annual leave. Where annual leave, or any part thereof, have been taken before the right to annual leave has accrued, the right to further annual leave will not commence to accrue until after the expiration of the year of employment in respect of which such annual holidays or part has been so taken.

7.1.6 Unless the employee shall otherwise agree, the employer shall give the employee at least 14 days' notice of the date from which such employee's annual leave shall be taken.

7.1.7 Except as before provided, it will not be lawful for the employer to give or for the employee to receive payment in lieu of annual holidays.

#### *7.1.8 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) Subject to clause 7.1.8(b), 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 (including leading hand allowance but excluding weekend penalty rates); and
  - (ii) A further amount calculated at the rate of 17½ % of the amount referred to in clause 7.1.8(a)(i).

- (b) Clause 7.1.8(a) does not apply to any period or periods of annual leave:
  - (i) exceeding 4 weeks; and
  - (ii) where employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

## **7.2 Public holidays**

7.2.1 Subject to clause 7.6.5 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.

### *7.2.2 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.

### *7.2.3 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.

### *7.2.4 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.

### *7.2.5 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.

### *7.2.6 Substitution*

Where the employer and employee so agree, a public holiday may be substituted for another day as agreed. If work is performed on the substituted day, then that substituted day will be treated as if it had been a public holiday.

## **7.3 Sick leave**

### *7.3.1 Entitlement*

- (a) Every employee, except casuals, and school-based apprentices and trainees, is entitled to 60.2 hours' sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave after each 6 weeks of employment.



- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if they were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave will be cumulative, but unless the employer and employee otherwise agree, no employee will be entitled to receive, and no employer will be bound to make, payment for more than thirteen weeks' absence from work through illness in any one year.
- (f) Part-time employees accrue sick leave on a proportional basis.

#### 7.3.2 *Employee must give notice*

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

#### 7.3.3 *Evidence supporting a claim*

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

#### 7.3.4 *Accumulated sick leave*

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

#### 7.3.5 *Workers' compensation*

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

### **7.4 Bereavement leave**

#### 7.4.1 *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.

#### 7.4.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days' unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.4.2.

#### 7.4.3 "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.

#### 7.4.4 *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.

7.4.5 An employee shall be entitled to a maximum of 2 days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's spouse, father or mother, and where such employee travels outside of Australia to attend the funeral.

## **7.5 Long service leave**

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

## **7.6 Family leave**

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

7.6.1 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.

7.6.2 The *Family Leave Award* also provides for the terms and conditions of leave associated with:

- (a) Maternity leave;
- (b) Parental leave;
- (c) Adoption leave; and
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

## **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 Travel Allowance**

Employees required to use their own vehicles in the course of their employment shall be paid an allowance equivalent to the allowances determined by the Australian Taxation Office as amended from time to time for the actual distance travelled.

## **PART 9 - TRAINING AND RELATED MATTERS**

## **9.1 Training**

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

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

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

### **10.1 First aid**

A first-aid cabinet will be available for employees in cases of accident. Such first-aid cabinet will be kept and maintained in accordance with the provisions of the relevant legislation, relating to such first-aid cabinets.

### **10.2 Dressing and eating facilities**

The employer will provide reasonable accommodation for employees for dressing purposes and for the consumption of meals.

## **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 any personnel during their working time in exercising a right of entry.

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

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

### **11.3 Union encouragement**

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

#### *11.3.1 Documentation to be provided by employer*

At the point of engagement, an employer to whom this Award applies shall provide employees with a document indicating that a *Statement of Policy on Union Encouragement* has been issued by the Queensland Industrial Relations Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by the 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*

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

The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

#### *11.3.3 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**

The employer must display a copy of this Award in a conspicuous place at the workplace where employees can easily read it.

### **11.5 Trade union training leave**

11.5.1 A Union delegate or duly elected or appointed Union representative will, upon written application by the Union to the employer, such application being endorsed by the Union and given to the employer at least 2 months in advance (or such lesser period as mutually agreed between the Union and the employer/s), be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses or seminars conducted or approved by the relevant Union. The scope, content and level of such courses or seminars will be such as to contribute to a better understanding of industrial relations within the employer's operations.

Other courses mutually agreed between a Union party to this Award and an employer, or employers, may be included under clause 11.5.

11.5.2 Any written application by the Union seeking release of a delegate or representative to attend a course will include details of the type and content of the course to be attended as well as the dates upon which the course is proposed to be conducted.

11.5.3 For the purposes of clause 11.5 "ordinary pay" will mean the ordinary time earnings paid to the employee exclusive of any allowance for travelling time and fares.

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

- (a) The employee must have at least 12 months' continuous service with the employer prior to such leave being granted and be the elected Union delegate/representative.
- (b) Unless otherwise agreed the maximum number of employees of one and the same employer attending a training course or seminar each year will be as follows:

Where the employer employs between 10 - 50 employees	1
Where the employer employs between 51 - 100 employees	2
Where the employer employs over 100 employees	4

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

11.5.5 Where an employer approaches the Union and demonstrates genuine difficulties with respect to the release of a particular Union delegate or representative at a particular time (including where the employer might have previously advised of its ability to release such Union delegate or representative) the Union will not unreasonably press its request for the release of that delegate/representative at that time. If the matter is not amicably resolved, it will be processed in accordance with the grievance and dispute settling procedure contained in clause 3.2.

11.5.6 In granting such paid leave; the employer is not responsible for any additional costs except the payment of extra remuneration where the employer, to cover the absence of the employee, institutes relieving arrangements.

11.5.7 Leave granted to attend such training courses would not incur any additional payment or alternate time off if such course coincides with an employee's day off in a 19-day month working arrangement, or with any other confessional leave.

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

11.5.9 On completion of the course the employee will, upon request, provide to the employer proof of their attendance at the course. Except in the case of sick leave or other authorised leave, non-attendance at a training course will result in the employee not being paid for such time.

#### **Schedule 1 - Second tier Orders**

Name	Case No.	Date of Order
Brisbane City Council	B285/88	3.5.88
Town, City, Community and Shire Councils and } Joint Local Authorities who are Members of the Local ) Government Association of Queensland Inc. }	B838/88	8.11.88 23.5.89

Dated 18 May 2005.

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

Operative Date: 30 May 2005.  
Repeal and New Award - Cemetery and Crematorium  
Employees' Award - State - 2005.  
Released: 18 May 2005