

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**CLERICAL AWARD - REGISTERED AND LICENSED CLUBS - STATE 2003**

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

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

Dated 10 December 2009.

G.D. Savill  
Industrial Registrar

**CLERICAL AWARD - REGISTERED AND LICENSED CLUBS - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Clerical Award - Registered and Licensed Clubs - State 2003.

**1.2 Arrangement**

Subject Matter	Clause No.
<b>PART 1 - APPLICATION AND OPERATION</b>	
Title	1.1
Arrangement	1.2
Date of operation	1.3
Award coverage	1.4
Parties bound	1.5
Definitions	1.6
Area of operation	1.7
<b>PART 2 - FLEXIBILITY</b>	
Enterprise flexibility	2.1
<b>PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION</b>	
Grievance and dispute settling procedure	3.1
<b>PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS</b>	
Employment categories	4.1
Incidental or peripheral tasks	4.2
Employer duties-rosters	4.3
Permanent part-time employment - specified hours	4.4
Permanent part-time employment - unspecified hours	4.5
Permanent part-time employees - both specified and non specified hours	4.6
Casual employment	4.7
Trainees	4.8
Anti-discrimination	4.9
Termination of employment	4.10
Introduction of change	4.11

Subject Matter	Clause No.
Redundancy	4.12

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

Definitions of classification	5.1
Wage rates	5.2
Savings	5.3
Payment of wages	5.4
Allowances	5.5
Superannuation	5.6

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

Hours of work	6.1
Implementation of 38 hour week	6.2
Special provisions for banking of days	6.3
19 day month	6.4
Spread of hours for broken shifts	6.5
Minimum break between shifts	6.6
38 Hour week- procedures for enterprise level discussions	6.7
Meal breaks	6.8
Rest pauses	6.9
Overtime	6.10
Week-end penalty rates	6.11
Shiftwork	6.12

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

Annual leave	7.1
Sick leave	7.2
Bereavement leave	7.3
Family leave	7.4
Long service leave	7.5
Public holidays	7.6
Jury service	7.7

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

No provisions inserted in this Award relevant to this Part.

#### PART 9 - TRAINING AND RELATED MATTERS

Training	9.1
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#### PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

Uniforms	10.1
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#### PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Right of entry	11.1
Time and wages	11.2
Union encouragement	11.3

### 1.3 Date of operation

This Award takes effect from 6 October 2003.

### 1.4 Coverage

1.4.1 This Award applies to employers conducting or directly involved in the conduct of a Registered Club as defined in clause 1.6, within the area of operation defined in clause 1.7, and all clerical employees of such employers, employed directly or in connection with any such business.

1.4.2 *Partial exemption from Award*

Where the employer and employee agree, in writing, the employer shall not be bound by conditions in this Award, except:

- Annual leave
- Long service leave
- Sick leave
- Family leave
- Superannuation
- Union encouragement
- Disputes procedure
- Termination, Change and Redundancy

This partial exemption shall be subject to each of the following conditions being satisfied:

- (a) The employee must be of the Level 5 or 6 of clause 5.2 (Wage rates); and
- (b) The agreement in writing made between them and being duly signed by both parties, ensures that the employee will be paid a regular weekly wage which is not less than 125% of the weekly rate prescribed by the Award for the relevant classification and level (level 5 or 6) in which the employee is engaged. A copy of the signed agreement will be given to the employee.
- (c) If the employee is required to work on a public holiday, they are entitled to a day off in lieu or a day added to their annual leave entitlement.
- (d) The overall terms and conditions of employment agreed under such an agreement must be not less favourable than the provisions of this Award as a whole and the employee shall not be disadvantaged by the agreement.

1.4.3 The Union parties to this Award will monitor the performance of clause 1.4.2 and leave is reserved to address the inclusion in this Award of a provision yet to be specified relating to the keeping of working time records for exempt employees. This will not occur before 1 August 2003.

## **1.5 Parties bound**

This Award is legally binding upon the employees as prescribed by clause 1.4.1 and their employers, and upon the Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees and/or the Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees and the Unions' members.

## **1.6 Definitions**

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

1.6.2 "Appropriate Level of Training" means:

- (a) completion of a training course deemed suitable for that particular classification. Such course to be accredited by a State Training Authority; or
- (b) that the employee's skills have been assessed to be at least the equivalent of those attained through the suitable course described in clause 1.6.2(a), such assessment to be undertaken by a qualified skills assessor.

1.6.3 "Commission" means the Queensland Industrial Relations Commission.

1.6.4 "Registered Club" includes all clubs licensed under the *Liquor Act 1992*.

1.6.5 "Rostered Day Off" or "Full Day Off" means any continuous 24 hour period between the completion of the last ordinary shift and the commencement of the next ordinary shift on which an employee is rostered on for work.

1.6.6 "Spread of Hours" means the period of time elapsing from the time an employee commences duty to the time the employee ceases duty within any period of 12 consecutive hours.

1.6.7 "Union" means the Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees; or the Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees.

## **1.7 Area of operation**

The divisions and districts shall be as follows:

### 1.7.1 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 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.

### 1.7.2 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.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

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

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

### **3.1 Grievance and dispute settling procedure**

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

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.

- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of a Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

### **4.1 Employment categories**

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

Employment categories are:

- (a) full-time;
- (b) part-time (as prescribed in clauses 4.4 to 4.6); or
- (c) casual (as prescribed in clause 4.7).

### **4.2 Incidental or peripheral tasks**

- 4.2.1 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.
- 4.2.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
- 4.2.3 Any direction issued by an employer pursuant to clauses 4.2.1 and 4.2.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **4.3 Employer duties - rosters**

- 4.3.1 Each employer shall keep posted in some position in the premises, accessible to the employee, a roster setting out the ordinary starting and ceasing times and the period which is allotted for each meal.
- 4.3.2 In the case of full-time employees and part-time employees who work a specified number of hours each week (pursuant to clause 4.4) and unless otherwise mutually agreed between the employer and employee:

- (a) 2 weeks' notice of rostered day off or days off shall be given;
- (b) 2 days' notice of an altered starting and/or ceasing time within a roster.

#### **4.4 Permanent part-time employment - specified hours**

4.4.1 An employer may employ part-time employees for specified hours in any classification in this Award.

##### *4.4.2 Engagement for specified hours*

A part-time employee engaged for specified hours is an employee who:

- (a) has been engaged as a part-time employee in accordance with clause 4.4; and
- (b) is employed for not less than 12 hours per week and for not more than 34 ordinary hours per week; and
- (c) is employed for not less than 3 hours per working day to be worked no more than 5 days each week; and
- (d) has reasonably predictable hours of work; and
- (e) receives, on a *pro rata* basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

4.4.3 Subject to clause 4.4.4, clause 4.4.2 may be varied in accordance with the following:

- (a) where an employee requests and the employer agrees, a part-time employee engaged for specified hours may be employed for less than 136 hours per 4 week period but not less than 48 hours per 4 week period; and
- (b) where agreement is reached in relation to clauses 4.4.3(a), such agreement shall be recorded in writing.

4.4.4 If the hours of work of an employee be varied in accordance with clause 4.4.3, the following conditions apply:

- (a) The employee shall be engaged for at least 3 hours each working day and no more than 19 days in each 4 week period; and
- (b) The employee is entitled to at least 9 full days off per each 4 week period; and
- (c) The employee shall not work more than 10 days in succession without a rostered day off; and
- (d) All time worked in excess of the specific number of hours per each 4 week period as described in clause 4.4.3, and all work performed in excess of rostered hours shall be overtime and paid for at the rates prescribed for full-time employees in clause 6.10.

4.4.5 At the time of engagement, the employer and the employee will agree in writing on the number of ordinary hours worked per week.

- (a) The agreed number of ordinary hours per week may only be varied by mutual agreement. Any such agreed variation to the number of weekly hours of work will be recorded in writing.
- (b) Any variation to the normal work pattern will be by agreement with the employee/s directly affected.

4.4.6 In all circumstances other than those set out in clause 4.4.4, part-time employees engaged for specified hours shall be paid over-time at the rates prescribed for full-time employees in clause 6.10 for:

- (a) All time worked in excess of the specified hours each week; and
- (b) All time worked in excess of 8 ordinary hours per day, except where the employee and employer have agreed to ordinary hours not exceeding 10 hours per day. If such agreement has been reached, the employer will pay the employee overtime for all time worked in excess of 10 hours.

4.4.7 A part-time employee employed under clause 4.4 must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

4.4.8 Where a public holiday falls on a day upon which an employee is normally engaged, the employee shall be paid the appropriate rate for the number of hours normally worked on that day.

#### **4.5 Permanent part-time employment - unspecified hours**

4.5.1 An employer may employ part-time employees for unspecified hours in any classification in this Award.

4.5.2 *Engagement for unspecified hours*

A part-time employee engaged for unspecified hours is an employee who:

- (a) has been engaged as a part-time employee in accordance with clause 4.5; and
- (b) is employed for not less than 15 hours per week and for not more than 34 ordinary hours per week; and
- (c) is employed for at least 3 hours per working day; and
- (d) is employed for at least 3 days per week, and not more than 5 days each week.

4.5.3 All time worked in excess of 34 hours per week will be overtime and paid for at the rates prescribed for full-time employees in clause 6.10.

4.5.4 Overtime shall be paid for all time worked in excess of 8 ordinary hours per day, except where the employee and employer have agreed to ordinary hours not exceeding 10 hours per day. If such agreement has been reached, the employer will pay the employee overtime for all time worked in excess of 10 hours.

4.5.5 A part-time employee employed under clause 4.5 must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed, plus 10%.

The additional 10% shall be regarded also as ordinary wages for the payment of annual leave, sick leave, long service leave and when work is not performed on a holiday.

However, the 10% shall not apply in addition to the rates prescribed for work on Saturday, Sunday, holidays, overtime or where double-time is prescribed in the Award.

4.5.6 In addition to the rate prescribed in clause 4.5.5, the employer shall pay \$1.5665 per hour or any 1/4 part of an hour for all ordinary time worked before 6.00 a.m. and/or after 8.00 p.m. on Monday to Friday inclusive.

**4.6 Permanent part-time employees - both specified and non-specified hours**

4.6.1 Where a public holiday falls on a day upon which a part-time employee is normally engaged, the employee shall be paid the appropriate rate for the number of hours normally worked on that day.

4.6.2 Where a part-time employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa, on a permanent basis or for a specified period of time. If such an employee transfers from full-time to part-time (or vice-versa), all accrued Award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

**4.7 Casual employment**

4.7.1 *Definition*

A casual employee means an employee who is engaged by the hour and who may terminate employment or be discharged at any moment without notice.

4.7.2 *Rate of pay*

Employees shall be paid an hourly rate by dividing the weekly rate of the appropriate classification by 38 and adding the following loading:

- (a) 25% for work on Monday to Friday;
- (b) 50% for work on Saturday and Sunday inclusive;
- (c) 150% for work performed on public holidays as provided in clause 7.6.

4.7.3 *Hours*

Casual employees who work more than 10 hours in any day or 38 in any 1 week shall be paid a loading of 50% for such hours:

Provided that a minimum of 2 hours shall be paid for each engagement.

#### 4.7.4 *Late work allowance*

In addition to all other amounts payable to casual employees, casuals shall be paid a late work allowance of \$1.5665 per hour or part of an hour payable to the nearest 1/4 of an hour for ordinary work performed between 11.00 p.m. and 5.00 a.m. Monday to Friday inclusive.

This allowance does not apply to overtime, week-end work or work on public holidays where special rates apply.

#### **4.8 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)*.

#### **4.9 Anti-discrimination**

4.9.1 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 varied from time to time, which includes:

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

4.9.2 Accordingly in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.9.3 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.

4.9.4 Nothing in clause 4.9 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.

#### **4.10 Termination of employment**

##### 4.10.1 *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.

##### 4.10.2 *Termination by employer*

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

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

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:

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



- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

#### 4.10.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be 2 days in the case of an employee where the employee has been engaged by the employer for up to one year, and one week where the employee's length of service with the employer exceeds one year. 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.

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

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

#### 4.10.5 *Absence from the workplace*

In the circumstances when an employee fails to notify the employer, except in the case of sound reason, within 3 hours prior to the commencement of a shift of their inability to attend work, such failure to notify may give cause to the employer to regard that absence from work as unauthorised.

### **4.11 Introduction of changes**

#### 4.11.1 *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.

#### 4.11.2 *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 4.11.1.
- (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.

### **4.12 Redundancy**

#### 4.12.1 *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 4.12.1(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.

#### 4.12.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.12.1 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 4.10.
- (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.

#### 4.12.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.12.3, '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.

#### 4.12.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.12.1, 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.

#### 4.12.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.12.1 , 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.

#### 4.12.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.10.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.12.1(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.

(In the instance where commission payments, in whole or in part, are a feature of the Award, then reference to s. 7 of the *Industrial Relations Regulations 2000* offers assistance in the method of calculation to be adopted.)

#### 4.12.7 *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.

#### 4.12.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.12.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

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

#### 4.12.9 *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.

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

Clause 4.12 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.

#### 4.12.11 *Employees exempted*

Clause 4.12 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.

#### 4.12.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.12 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.

#### 4.12.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.12.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
    - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.12.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.12.14 *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.

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

### **5.1 Definitions of classification**

5.1.1 Clerical Grade 1 means an employee who is required to perform basic clerical and office duties of a routine nature as follows:

- Collating
- Filing
- Basic Typing
- Photocopying
- Delivering Messages
- Dealing with incoming, outgoing and transferring of telephone calls to the club

5.1.2 Clerical Grade 2 means an employee who is engaged in general clerical or office duties as follows:

- Operation of telephone or switchboard facilities
- Typing
- Basic Data Entry
- Operation of TAB facilities full time
- Gaming Cashier in the office
- Computerised Cashiering in the office

5.1.3 Clerical Grade 3 means an employee who has the Appropriate Level of Training and who carries out the following:

- General secretarial, stenographic or clerical duties including word processing, data entry or clerical duties (including assisting in payroll preparation an employee who has the Appropriate Level of Training and is engaged in reception duties including assisting in the training and supervision of reception employees of a lower grade.

5.1.4 Clerical Grade 4 means an employee who has the Appropriate Level of Training and who carries out the following:

General secretarial, stenographic or clerical duties of an advanced nature including word processing, data entry or clerical duties (including maintenance of payroll data) requiring experience of an advanced nature, and may be responsible for guidance of other office personnel including juniors, and may check and allocate their work.

5.1.5 Clerical Grade 5 means an employee who has the Appropriate Level of Training and is likely to be without supervision, and performs work requiring initiative, discretion and judgement, and who carries out the duties as follows:

- Prepares cash payments summaries, banking report and bank statements
- Calculates and maintains wage and salary records
- Follows credit referral procedures
- Applies purchasing and inventory control requirements
- Posts journals to ledger etc at a higher level than Grade 4
- Provides detailed advice and information on the establishments products and services
- Responds to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills
- Provides guidance to other employees
- May check and allocate work and may supervise staff
- Secretarial - performing a broad range of clerical functions at a higher level than Grade 4
- Apply computer software packages utilising clerical skills at a higher level than Grade 4

5.1.6 Clerical Supervisor Grade 6 means an employee who has the Appropriate Level of Training including a supervisory course and who is responsible for the supervision, training and co-ordination of clerical staff.

An employee who has the Appropriate Level of Training including a supervisory course and who supervises, trains an co-ordinates the work of reception employees

## 5.2 Wage rates

### 5.2.1 Adults

The minimum rates of wages payable shall be as follows:

Wage Level	Relativity	Southern Division
		Eastern District Award Rate Per Week \$
Level 1	82%	584.80
Level 2	87.4%	607.40
Level 3	92.4%	628.30
Level 4	100%	662.00
Level 5	105%	682.90
Level 6	110%	703.80

5.2.2 The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage

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

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

### 5.2.3 Junior employees

(a) The minimum rate of wages for junior employees shall be the undermentioned percentages of the rates prescribed for the appropriate adult classification for the work performed for the area in which the junior is working.

Age	%
16 years of age and under	60
17 years of age	70
18 years of age	80
19 years of age	90
20 years of age	Full Adult Rate

(b) The percentage described in clause 5.2.3(a) shall be calculated to the nearest 10 cents. Any broken part of 10 cents in the result being less than 5 cents shall be disregarded - 5 cents and over shall go to the higher 10 cents.

(c) An employer may at any time demand the production of a birth certificate or other satisfactory proof for the purpose of ascertaining the correct age of a junior employee. If a birth certificate is required, the cost of such certificate shall be paid for by the employer.

## 5.3 Savings

Nothing in this Award shall, of itself, be construed to reduce any salary or withdraw any benefit granted to existing employees of an employer at the date of this Award.

## 5.4 Payment of wages

5.4.1 All wages shall be paid in full in the employer's time at least once in each fortnight. Casual work may, by mutual consent, be paid as aforesaid or at the termination of each engagement:

Provided that payment may be made by use of one of the following methods:

(a) Cash

(b) Cheque

(c) Electronic funds transfer (EFT) directly into the employee's account in any financial institution nominated by the employee, which has that facility and without cost to the employee:

Provided that the employer shall be prepared to make some mutually acceptable alternative arrangement for any employee normally paid EFT if that employee suffers any hardship through that method of payment as a result of changed circumstances, such as a transfer to a new work location:

Provided further that where EFT is used, an employee's wage must be available to the employee prior to the normal ceasing time on the recognised pay day.

5.4.2 Where hours are worked in a work cycle exceeding 7 consecutive days, payment may be made for average hours worked or actual hours worked in a pay period:

Provided that the method of payment is subject to agreement between the employer and the employee.

## 5.5 Allowances

5.5.1 *Divisional and district allowances*

- (a) Adult employees (20 years and over) in the Mackay Division shall be paid 90 cents per week and adult employees (20 years and over) in the Eastern District of the Northern Division shall be paid \$1.05 per week in addition to the rates above prescribed.
- (b) *Western allowance* - In addition to the rates of wages for the Eastern Districts, the following Western allowances shall be paid to all clerks to whom this Award applies employed in the Western Districts of the Southern and Northern Divisions:

In the case of adults of the age of 20 years and over in the Western District of the Southern Division \$1.05 per week.

In the case of juniors under the age of 20 years in the Western District of the Southern Division 53 cents per week.

In the case of adults of the age of 20 years and over in the Western District of the Northern Division \$2.20 per week.

In the case of juniors under the age of 20 years in the Western District of the Northern Division \$1.10 per week.

#### 5.5.2 *Late work allowance*

- (a) All ordinary time worked by employees (except for casual employees) between 8.00 p.m. and 6.00 a.m. Monday to Friday shall attract an additional late work allowance of \$1.5665 per hour or part of an hour payable to the nearest quarter of an hour.

This allowance does not apply to overtime, week-end work or work on public holidays where special rates apply.

### 5.6 **Superannuation**

- 5.6.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees (as defined in clause 5.6.3(b)) shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.6.

#### 5.6.2 *Contributions*

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

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

- (b) Regular payment - The employer shall pay such contributions to the credit of each eligible employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.
- (c) Minimum level of earnings - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.
- (d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.
- (e) Other contributions - Nothing in clause 5.6 shall preclude an employee from making contributions to a fund in accordance with the provisions of the trust deed of the fund.
- (f) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No other deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed in clause 5.6.2(a).

#### 5.6.3 *Definitions*

- (a) "Approved fund" means a fund (as defined in clause 5.6.3(c)) approved for the purposes of clause 5.6 by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by clause 5.6. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" means any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.6.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary time earnings" for the purposes of clause 5.6 means the actual ordinary time rate of pay the employee receives for ordinary hours of work including shift loading, skill allowances and leading hand allowances, where applicable. The term includes any over-award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

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

- (a) Clubsuper, Care and Sunsuper.
- (b) Any named fund as is agreed to between the relevant employer/Union parties to this Award and as recorded in an approved Industrial Agreement.
- (c) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an award or an agreement approved by an Industrial Tribunal whether State or Federal jurisdiction which has already had practical application to the majority of award employees of that employer.
- (d) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship, any fund nominated by the employer and approved by the Brethren.
- (e) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in an award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (f) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.6.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contribution.
- (g) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
  - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
  - (ii) A person must not coerce someone else to make an agreement.
  - (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act.
  - (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.1.

5.6.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as the Union, may by notification of a dispute to the Commission challenge a fund on the grounds that it does not meet the



requirements of clause 5.6.

- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.6, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.6.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any fund complies with the requirements of clause 5.6, the onus of proof shall rest upon the employer.

#### 5.6.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 5.6.4(c), (d), (e), (f) and (g) shall be determined by a majority decision of employees.
- (b) Employees who are members of an established fund covered by clause 5.6.4(f) shall have the right by majority decision to choose to have the contributions specified in clause 5.6.2 paid into a fund as provided for elsewhere in clause 5.6.4 in lieu of the established fund to which clause 5.6.4(f) has application.
- (c) The initial selection of a fund recognised in clause 5.6.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the fund is clearly disappointing.
- (d) Where this provision has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation of this provision.

#### 5.6.7 *Enrolment*

- (a) Each employer to whom clause 5.6 applies shall as soon as practicable as to both current and future eligible employees:
  - (i) Notify each employee of the employee's entitlement to occupational superannuation;
  - (ii) Consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.6.4;
  - (iii) Take all reasonable steps to ensure that upon the determination of an appropriate fund, each eligible employee receives, completes, signs and returns the necessary application form/s provided by the employer, to enable that employee to become a member of the fund; and
  - (iv) Submit completed application form/s and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.6 shall:
  - (i) complete and sign the necessary application form/s to enable that employee to become a member of that fund; and
  - (ii) return such form/s to the employer within 28 days of receipt of the application form/s in order to be entitled to the benefit of the contributions prescribed in clause 5.6.2.
- (c) Where an employer has complied with the requirements of clause 5.6.7(a) and an eligible employee fails to complete, sign and return the application form/s within 28 days of the receipt by the 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 5.6.
  - (ii) In the event that the eligible employee fails to complete, sign and return such application form/s within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which the completed and signed application form/s is received by the employer.
  - (iii) In the event that the eligible employee fails to return a completed and signed application form/s within a

period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form/s is a pre-requisite to the payment of any occupational superannuation contributions.

- (iv) At the same time as advising the eligible employee pursuant to clause 5.6.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.6.7(c)(i) and 5.6.7(c)(iii).

- (d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.6.7(a)(iii) the employer shall be obliged to make contributions as from the date the employee became an eligible employee provided that the eligible employee completes, signs and returns to the employer an application form/s within 28 days of being provided with the application form/s by the employer. Where the eligible employee fails to complete, sign and return an application form/s within such period of 28 days the provisions of clause 5.6.7(c) shall apply.

#### 5.6.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.6.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.6.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.6.5, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.6 excepting that resort to clause 5.6.8 shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

#### 5.6.9 *Exemptions*

- (a) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.6 in the following circumstances:
  - (i) Incapacity to pay the costs associated with its implementation; or
  - (ii) Any special or compelling circumstances peculiar to the business of the employer.

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

#### **6.1 Hours of work**

6.1.1 Subject to clause 6.1.2 and 6.2 (implementation), the ordinary hours of work for all full-time employees shall be an average of 38 per week, to be worked 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.

6.1.2 Where the employer and the employees in a work section or sections agree, 160 hours may be worked within a work cycle not exceeding 28 consecutive days with provision for one rostered day off per cycle up to a maximum of 5.

#### **6.2 Implementation of 38 hour week**

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

- (a) by employees working 4 days of 8 hours and 1 day of 6 hours; or
- (b) by employees working 19 days of 8 hours each day in a work cycle of 28 consecutive days; or
- (c) by employees banking a day each month up to a maximum of 5 days, to be taken at times mutually acceptable to the employer and the employee, but not later than 12 calendar months of the date on which the first rostered day off was accrued; or

- (d) by employees working 4 days of 9.5 hours per day; or
- (e) by employees working 5 days of 7 hours and 36 minutes per day; or
- (f) by employees working 4 or 5 days with no less than 4 hours and no more than 10 hours on any day; or
- (g) any combination of the above.

6.2.2 Employees engaged subject to clause 6.2.1 are entitled to 2 full days off each week.

6.2.3 Employees' engagement pursuant to clause 6.2.1 is subject to the following conditions:

- (a) The hours of work may be worked with a minimum of 4 hours and within a maximum span of 12 hours per day exclusive of meal breaks:

Provided that where shifts shall exceed 8 hours per day, such hours of work shall only be worked by agreement in writing between the employer and the employee:

Provided further that the maximum span of 12 hours within which ordinary hours may be worked on any day may be extended by written agreement entered into between the employer and the relevant Union.

- (b) Where shifts greater than 10 hours per day are to be worked, such shifts shall only be worked by agreement in writing between the employer and the employee:

Provided that the parties recognise the right of the Union to discuss any problems that may arise as a result of the implementation of locally agreed rosters.

- (c) Provided that where shifts of more than 10 hours per day are rostered for work, employees working such hours cannot be rostered for work on more than 3 consecutive days without a break of at least 48 hours, and further provided that no more than 8 shifts of more than 10 hours can be worked in a 4 week period.

- (d) In relation to clause 6.1.1(d) and clause 6.1.2, unless otherwise specified, an employee shall be entitled to 9 full days off per 4 week period.

- (e) No employee shall work more than 10 days in succession without a rostered day off.

### **6.3 Special provisions for banking of days**

6.3.1 Where a rostered day off which has resulted from the method of implementation of the 38 hour week set out in clause 6.2.1(c) falls on a public holiday, the following day may be taken where practicable in lieu thereof.

6.3.2 Each day of paid leave taken (not including annual leave, long service leave and periods of workers' compensation) and any public holiday occurring during any cycle of 4 weeks shall be regarded as a day worked for accrual purposes.

### **6.4 19 day month provisions**

6.4.1 As far as practicable the rostered day off brought about by the 19 day month should be continuous with normal rostered days off.

6.4.2 Where the rostered day off falls on a public holiday the following day may be taken where practicable in lieu thereof.

6.4.3 Subject to clause 5.4.2 employees shall be entitled to a week's wages in accordance with clause 5.2 (Wage rates) for each week of the cycle:

Provided that the employer may, subject to agreement in writing with the majority of the employees involved, pay wages fortnightly according to the average hours worked or the actual hours worked in that fortnightly pay period.

6.4.4 The entitlement to a rostered day off on full pay is subject to the following:

- (a) Each day of paid leave taken (not including annual leave and long service leave) and any public holiday occurring during any cycle of 4 weeks shall be regarded as a day worked for accrual purposes.

- (b) An employee who has not worked a completed 4 week cycle in order to accrue a rostered day off shall be paid a *pro rata* amount for credits accrued for each day worked in such cycle payable for the rostered day off

(i.e. an amount of 24 minutes for each 8 hour day worked or 2 hours each 40 hours worked).

#### 6.4.5 *Sickness on a rostered day off which has resulted from the 19 day work cycle*

Where an employee is sick or injured on their rostered day off they shall not be entitled to sick pay nor shall their sick pay entitlement be reduced as a result of their sickness or injury on that day.

### **6.5 Spread of hours for broken shifts**

Where broken shifts are worked the spread of hours shall not exceed 12 hours per day.

### **6.6 Minimum break between shifts**

The roster for all full-time employees shall provide for a minimum of 10 hours break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day. In the case of changeover of rosters, 8 hours shall be substituted for 10 hours.

### **6.7 38 Hour week - Procedures for enterprise level discussions**

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

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

6.7.3 The outcome of such consultation shall be recorded in writing.

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

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

6.7.6 After implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising the foregoing provisions of clause 6.7, including clause 6.7.5.

### **6.8 Meal breaks**

6.8.1 Employees who work a minimum of 5 continuous hours shall receive an unpaid meal break of 30 minutes.

6.8.2 No more than 6 continuous hours are to be worked without a meal break of 30 minutes being taken.

6.8.3 Where employees do not receive at least a 30 minute break before the expiration of 6 continuous hours of work, then such employees are to be paid at one and a-half times their ordinary rate until a break of 30 minutes is taken.

6.8.4 A further meal break of 30 minutes is to be provided where employees work more than 5 hours after taking the first meal break. This further meal break is to be paid at ordinary rates.

6.8.5 Where employees are required to work overtime for 2 hours or more after their normal rostered ceasing time, then the employee is to be allowed a meal break of at least 30 minutes which is to be paid at ordinary time. In such circumstances, the employer is to either provide a meal of reasonable quality and quantity or pay \$9.60 in lieu of such meal.

### **6.9 Rest pauses**

6.9.1 Full-time employees shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the daily work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work when continuity is necessary.

6.9.2 All casual and part-time employees are entitled to a 10 minute rest pause within any work period which is in excess of 4 continuous hours:

Provided that such employee shall be entitled to a second 10 minutes rest pause where that work period is of at least 8 continuous hours.

6.9.3 Notwithstanding the provisions of clause 6.9.1, where there is agreement between the employer and the majority of employees concerned, the 2 rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal work periods.

## **6.10 Overtime**

6.10.1 No employee shall work overtime without permission of the employer, and payment for overtime so worked shall be claimed, adjusted and made at the next ensuing date of payment for such employee. Overtime shall be deemed payable when it is entered on the time sheet and authorised by the employer's representative who requested such overtime to be worked.

6.10.2 Notwithstanding the provision of clause 6.10, there may be an agreement in writing between the employee and the employer to take time off with pay. Such time off shall be equivalent to the number of ordinary hours pay that the employee would have received for such overtime. Accumulated time must be taken within 4 weeks from the time of accrual and at a time mutually agreed between the employee and the employer:

Provided that outstanding accrued overtime shall be paid at the appropriate rate in full at the time of termination, for any reason, by either party.

6.10.3 Overtime payments for all time worked by all employees (other than casuals) outside the rostered ordinary hours or in excess of the ordinary hours shall be made at the rate of time and a-half for the first 3 hours and double time thereafter, Monday to Saturday inclusive.

6.10.4 All overtime worked on a Sunday shall be paid for at the rate of double time.

6.10.5 All work performed on an employee's rostered day off shall be paid for at the rate of double time.

## **6.11 Week-end penalty rates**

6.11.1 All permanent employees employed as at 28 August 1994, who normally work on week-ends shall be entitled to the following week-end penalty rates:

(a) For all ordinary time worked between midnight Friday and midnight Saturday, time and a-half of the wages for the respective classification as at 28 August 1994, shall be paid until such amount is exceeded by time and a-quarter as provided for in clause 6.11.2 when the provision of clause 6.11.2 shall apply.

(b) For all ordinary time worked between midnight Saturday and midnight Sunday, time and three-quarters of the wages for the respective classification as at 28 August 1994, shall be paid until such amount is exceeded by time and a-half as provided for in clause 6.11.2 when the provision of clause 6.11.2 shall apply.

6.11.2 All permanent employees who commence to be employed from 29 August 1994, or existing employees who do not normally work week-ends, shall be entitled to the following week-end penalty rates:

(a) For all ordinary time worked between midnight Friday and midnight Saturday, time and a-quarter rate shall be paid.

(b) For all ordinary time worked between midnight Saturday and midnight Sunday, time and a-half shall be paid.

## **6.12 Shift work**

Shift work may be worked according to a roster and conditions as agreed upon in writing between the employer and the relevant Union.

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

### **7.1 Annual leave**

7.1.1 Every employee (other than a casual employee) covered by this Award is at the end of each year of their employment entitled to annual leave on full pay of 152 hours.

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

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

- (b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

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

If the employment of any employee is terminated before the expiration of a full year of employment, such employee is to be paid, in addition to all other amounts due an amount equal to 1/9th of such employee's pay for the period of employment in the case of a shift worker, and 1/12th of such employee's pay for the period of employment in all other cases calculated in accordance with clause 7.1.3.

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

(i) The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);

(ii) A further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.3(a)(i):

Provided that the 17.5% shall only apply to the annual leave mentioned herein and shall not apply to any days added to annual leave entitlement as a result of time off in lieu of overtime (clause 6.10.2) or work performed on a public holiday (clause 7.6.6(b) and clause 7.6.7).

- (b) Annual leave may be taken on a *pro rata* basis on length of service from either the employee's commencement date or anniversary dates of last annual leave:

Provided that such *pro rata* annual leave may only be taken following mutual agreement between the employer and the employee.

- (c) The employer may request the employee to take any annual leave entitlements owing provided that the employee has accrued in excess of 5 weeks annual leave.

- (d) An employer and employee may agree as to the time when and the manner in which the employee's annual leave is to be given and taken.

- (e) Unless the employer and employee otherwise agree, an employer may give to an employee, notice, which must be of at least 14 days, of the date on and from which the employee's annual leave is to be taken, and the employee is to comply with such notice.

## 7.2 Sick leave

### 7.2.1 Entitlement

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

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

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

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

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

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

### 7.2.2 Employee must give notice

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

#### 7.2.3 *Evidence supporting a claim*

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

#### 7.2.4 *Accumulated sick leave*

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

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

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

#### 7.2.5 *Workers' compensation*

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

### **7.3 Bereavement leave**

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

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

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

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2.

#### 7.3.3 "Immediate family" includes:

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

#### 7.3.4 *Unpaid leave*

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

### **7.4 Family leave**

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

#### 7.4.1 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.

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

(a) Maternity leave

(b) Parental leave

(c) Adoption leave

(d) Special responsibility leave for the care and support of the employee's immediate family or household.

## 7.5 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 Public holidays

7.6.1 Subject to clause 7.6.6 all work done by any employee on:

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

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

### 7.6.2 Labour Day

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

### 7.6.3 Annual show

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

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

### 7.6.4 Double time and a-half

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

### 7.6.5 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.

### 7.6.6 Substitution

(a) Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate



of double time and a-half at the employees' ordinary time rate of pay.

- (b) Should any of the public holidays fall on an employee's full day off, by mutual agreement between the employer and the employee, the employee may receive another full day off in lieu thereof or one full day may be added to such employee's annual leave, or alternatively, one full day's wage at ordinary rates may be paid in addition to the weekly wage.

7.6.7 Subject to agreement between the employer and the employee, work performed on a public holiday as part of the ordinary hours of work shall be paid at ordinary rates plus half time additional for hours worked together with the ordinary time equivalent number of hours:

- (a) being added to the employee's annual leave credit; or
- (b) being able to be taken as time off in lieu of and taken within 28 days of that holiday:

Provided that outstanding credits are to be paid in full on termination.

## **7.7 Jury service**

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

No provisions inserted in this Award relevant to this Part.

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

### **9.1 Training**

9.1.1 The parties to this Award recognise that in order to increase the efficiency 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 Uniforms**

10.1.1 Where the employer requires any special clothing such as coats, dresses, caps, aprons, cuffs and any other articles of clothing to be worn by the employee, they shall be purchased and laundered at the employer's expense. By agreement the employee may be required to wash and iron the special clothing and an agreed sum

of money shall be paid to the employee each week by the employer. Such uniform shall remain the property of the employer.

10.1.2 For the purpose of clause 10.1, black and white attire (not being after dinner suit or evening dress), shoes, hose and/or socks shall not be regarded as special clothing.

## **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 Union.

#### *11.1.2 Entry procedure*

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

#### *11.1.3 Inspection of records*

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

#### *11.1.4 Discussions with employees*

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

- (a) matters under the Act during working or non-working time; and

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

#### 11.1.5 *Conduct*

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

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

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act; or an authorised industrial officer in accordance with sections 372 and 373 or 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 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 Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by each employee.

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

### 11.3.2 *Union delegates*

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.

Dated 5 August 2003.

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

Operative Date: 6 October 2003