

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**THE DRAFTPERSONS, PRODUCTION PLANNERS AND ENGINEERING
ASSISTANTS AWARD - STATE 2002**

Following the Declaration of the General Ruling in the 2011 State Wage Case (matter numbers B/2011/17 and B/2011/19), The Draftpersons, Production Planners and Engineering Assistants Award - State 2002 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of The Draftpersons, Production Planners and Engineering Assistants Award - State 2002 as at 1 September 2011.

Dated 1 December 2011.

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

**THE DRAFTPERSONS, PRODUCTION PLANNERS AND ENGINEERING
ASSISTANTS AWARD - STATE 2002**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as The Draftpersons, Production Planners and Engineering Assistants Award - State 2002.

1.2 Arrangement

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1.3 Date of operation

This Award shall take effect from 23 December 2002.

1.4 Award coverage

This Award applies throughout the State of Queensland to those employees whose classifications and rates are prescribed by Part 5 of this Award.

This Award does not apply:

- (a) to similar employees already provided for in any other Award;

- (b) cadet Engineers expressly engaged as such and enrolled in an appropriate degree course;
- (c) to those employees as defined in this Award who during the currency of their direct engagement on any special individual project in which their employer is involved, are provided for in an agreement between their employer and the Queensland Services, Industrial Union of Employees, or the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland which has been entered into in respect of such special project;
- (d) to those employees and employers of such employees, engaged in those occupations which could be covered by the classification structure of the Engineering Award - State;
- (e) to those employees and employers of such employees, engaged in those occupations which could be covered by the classification structure of the Surveying (Private Practice) Award - State.

1.5 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and the Unions in clause 1.6.3 and their members.

1.6 Definitions

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

1.6.2 "Commission" means Queensland Industrial Relations Commission.

1.6.3 "Union" means the:

- (a) The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; or
- (b) The Queensland Services, Industrial Union of Employees

1.7 Area of operation

For the purposes of this Award, the Divisions and Districts are 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 due west to 147 degrees of east longitude; from that longitude due south to 22 degrees 30 minutes of south latitude; from that latitude due west to the western border of the State.

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

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

1.7.2 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 accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultation

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

3.2 Grievance and dispute settling procedures

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

- 3.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.5.
- 3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, the matter shall, in the case of a member of 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 3.2.2 will not result in resolution of the dispute.
- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 All parties to any dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.

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

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

4.1 Contract of employment

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

A casual employee shall be advised of the nature of the employment at the point of engagement.

Employment categories are:

- (a) full-time;
- (b) part-time (as prescribed in clause 4.2); or
- (c) casual (as prescribed in clause 4.3).

4.2 Part-time employment

- 4.2.1 A part-time employee is an employee who:

- (a) is an employee engaged to work a constant number of ordinary hours of less than 38 per week on the basis of 52 weeks per annum; and
- (b) At the time of engagement, the employer and the employee will agree in writing on;
 - (i) the number of ordinary hours per week
 - (ii) the days of the week the employee is to be employed;
 - (iii) the normal starting and finishing time for each day's employment;
- (c) receives, on a *pro rata* basis, equivalent pay and conditions to those of full-time employees covered by this Award.

- 4.2.2 An employer is required to roster a part-time employee for a minimum of 2 consecutive hours on any day.

- 4.2.3 The agreed number of ordinary hours per week will not be varied without the consent of the employee. Any such agreed variation to the number of weekly hours of work will be recorded in writing. Ordinary hours of work will be in accordance with the provisions of clause 6.1.

- 4.2.4 Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work in accordance with the provisions of clause 6.1.1.

- 4.2.5 All time worked outside or in excess of the part-time employee's ordinary working hours, shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first three hours in any one day, and double time thereafter, provided that all time worked on Sunday shall be paid for at the rate of double time.

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

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

- 4.2.8 Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa. 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.

4.3 Casual employment

4.3.1 A casual employee shall be paid an hourly rate equal to 1/38th of the weekly rate for a full-time employee plus 23% with a minimum payment of 2 hours for each day's engagement.

4.3.2 An employer shall advise an employee on engagement if their employment is on a casual basis.

4.4 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)*.

4.5 Anti-discrimination

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

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

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

4.5.3 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.

4.5.4 Nothing in clause 4.5 is to be taken to affect:

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

4.6 Termination of employment

4.6.1 *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.

4.6.2 *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 two 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.

4.6.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. 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 the amount the employee would have received under clause 4.6.2.

4.6.4 Annual Leave shall not be used to provide the notice prescribed in clauses 4.6.2 and 4.6.3.

4.6.5 *Time off during notice period*

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

4.7 Introduction of changes

4.7.1 *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.

4.7.2 *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 alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.7.1.
- (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.

4.8 Redundancy

4.8.1 *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 4.8.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects 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.

4.8.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.8.1 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 4.6.
- (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.

4.8.3 *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 (transmitter) 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 4.8.3, '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.

4.8.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.8.1, 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.

4.8.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.8.1, 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.

4.8.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.6.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.8.1(a), shall be entitled to the following amounts of severance pay:

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

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

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

4.8.7 *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.

4.8.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.8.1(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.

4.8.9 *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.

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

Clause 4.8 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.

4.8.11 *Employees exempted*

Clause 4.8 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.

4.8.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.8 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.

4.8.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.8.6 'Severance pay' 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 (transmitter) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter, and any prior transmitter, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
 - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.8.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.8.14 *Incapacity to pay*

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

4.9 Continuity of service - transfer of calling

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Definition of classifications

5.1.1 *Draftperson*

Designing - means an adult employee:

- (a) who has had at least 4 years' experience as a Draftsperson - Detail, or who has had 2 years' experience as a Draftsperson - Senior Detail, or who has had training deemed by the employer to be equivalent thereto; and
- (b) who has received a certificate, diploma or degree from a State Education Department or Technical Education Department appropriate to the work in which they are engaged or its equivalent; and
- (c) who is mainly engaged in the making of drawings of major designs relating to the environment, landscape, buildings or structures or machines or plant or other equipment, and who, in carrying out such work, is required to apply skill acquired pursuant to the provisions of clause 5.1.1 (a) and (b).
- (d) Notwithstanding the provisions of clause 5.1.1 (a) and (b), an employer shall classify an employee as a draftsperson - designing, who for 6 months satisfactorily performs work which is of the same nature as required by clause 5.1.1 (c) and which requires the application of a similar standard of trade and/or drafting experience which as been acquired by other means than as provided for in clause 5.1.1 (a) and (b).

- 5.1.2 *Leading Draftsperson - Designing* - means a Draftsperson - Designing, who is required to supervise and is normally responsible for the work performed by 3 or more draftspersons of whom at least one is performing the work of a Draftsperson - Designing, or a Leading Draftsperson - Senior Detail.
- 5.1.3 *Draftsperson - Senior Detail* - means an adult employee who has had at least 2 years' experience as a draftsperson - detail, or other experience deemed by the employer to be the equivalent thereof and who, under the supervision of technical staff, is mainly engaged in the making of detail drawings of designs involving originality of thought which require the exercise of judgment and skill in excess of that required of a draftsperson - detail, but do not fall within the duties at the level defined for a Draftsperson - Designing.
- 5.1.4 *Leading Draftsperson - Senior Detail* - means a Draftsperson - Senior Detail, who is required to supervise and is normally responsible for the work performed by 3 or more draftspersons of whom at least one is performing the work of a Draftsperson - Senior Detail, or a Leading Draftsperson - Detail.
- 5.1.5 *Draftsperson - Detail* - means an adult employee who has completed an appropriate apprenticeship or achieved an equivalent standard of trade knowledge and is employed in the making of detail drawings from sketches and/or other data requiring trade skill or knowledge.
- 5.1.6 *Leading Draftsperson - Detail* - means a Draftsperson - Detail, who is required to supervise and is normally responsible for the work performed by 3 or more Draftspersons - Detail, including trainees and/or apprentices.
- 5.1.7 Notwithstanding the provisions contained in clauses 5.1.1 to 5.1.6 above the following definitions shall apply to employees in the survey and cartography area. These definitions to be read in conjunction with the said clauses 5.1.8 to 5.1.10:
- 5.1.8 *Draftsperson - Detail (survey and cartography)* -
- (a) the preparation of simple plans, maps and charts;
 - (b) the preparation of drafts and of maintenance of maps and plans;
 - (c) the completion of simple field charts;
 - (d) the annotation of maps and plans.
- 5.1.9 *Draftsperson - Senior Detail (Survey and Cartography)* -
- (a) the compilation of plans from surveyor's field notes of Real Property Office, Lands Department and Mines Department surveys on their respective plan forms including minor calculations necessary to complete the plan;
 - (b) preparation of plans from surveyor's field notes or sketches topographical surveys and basic engineering surveys and drafting of subdivisional designs from data supplied;
 - (c) compilation, annotation and revision of maps and charts.
- 5.1.10 *Senior Draftsperson - (Survey and Cartography)* -
- (a) the same duties as Draftsperson, Senior Detail (Survey) with ability to perform work of a more complex nature;
 - (b) the checking of plans prepared by Draftsperson, Senior Detail (Survey), etc;
 - (c) performing calculations necessary for preparation of plans from actual field readings by surveyor;
 - (d) consultation with other professional associates and clients in connection with surveys and plan requirements.
- Note - For the purpose of this Award the salary rates for Senior Draftsperson (Survey And Cartography) will be those prescribed for Draftsperson - Designing.
- Notwithstanding the provisions contained in clauses 5.1.1 to 5.1.6 above the following definitions shall apply to employees in the architectural area. These definitions to be read in conjunction with the said clause 5.1.6:

5.1.11 *Draftsperson - Detail - Architectural* -

- (a) the preparation of simple plans and illustrations from data provided;

- (b) the preparation of bills of material and schedules from data provided;
- (c) assist in the preparation of simple building specifications to standard building plans;
- (d) the annotation of plans, illustrations, specifications and schedules.

5.1.12 *Draftperson - Senior Detail - Architectural -*

- (a) the preparation of plans and illustrations from architects' detailed sketches and specifications including minor calculations to complete the plans and schedules;
- (b) the preparation of bills of material, schedules and building specifications associated with the above;
- (c) the compilation, annotation and revision of plans, illustrations, schedules and specifications from data supplied.

5.1.13 *Draftperson - Senior - Architectural -*

- (a) the same duties as Draftperson, Senior Detail Architectural, with ability to perform work of a more complex nature;
- (b) the checking of plans, schedules and specifications prepared by lower classified Architectural Draftpersons;
- (c) performing calculations of a more complex nature necessary for the preparation of plans, schedules and specifications from data provided by architects;
- (d) consultation and interfacing with other professional associates, contractors and clients in connection with various functions and requirements of architectural projects.

Note - For the purposes of this Award the salary rates of Senior Draftperson - Architectural will be those prescribed for Draftperson - Designing.

5.1.14 *Draftperson - Senior Architectural - (Job Captain)* - the same duties as Senior Draftperson but responsible for the supervision of 3 or more technical employees forming a project team.

5.1.15 *Architectural Modeller* - an employee who performs, or assists, in the construction of architectural scale models, either in a 3 dimensional graphic form using computer technology, or in a physical manner using various materials scaled and fashioned to represent the structures, landscape and features of the architect's design or concept.

Note - Depending on skills, qualifications and experience the salary scales of Detail and Senior Detail Draftperson shall apply to Architectural Modeller.

5.1.16 *Tracer* - shall mean an employee wholly or mainly employed in the tracing on transparent material of drawings and/or other technical matter.

5.1.17 *Leading Tracer* - shall mean a tracer who is required to supervise and who is normally responsible for the work performed by two or more tracers.

5.1.18 *Planners*

Production Planner - means an adult employee -

- (a) who has been engaged for at least 4 years as a planning assistant or who has had 2 years experience as a planning technician, or who has had training deemed by the employer to be equivalent thereto; and
- (b) who has received from a State Education Department or Technical Education Department a certificate, diploma or degree of Production Engineering or its equivalent; and
- (c) who is required to perform duties of the planning of operation and/or methods and/or processes, including the estimation of requirements of materials, manpower, tools or other equipment for the production of structures, buildings, plant or equipment or components or goods by engineering processes and who in carrying out such work is required to apply the skill acquired pursuant to the provisions of clause 5.1.18 (a) and (b).
- (d) notwithstanding the provisions of clause 5.1.18 (a) and (b), an employer shall classify an employee as a Production Planner who for 6 months satisfactorily performs work which is of the same nature as required by clause 5.1.16 and which requires the application of a similar standard of knowledge and/or engineering experience which has been acquired by other means than as provided for in clause 5.1.19 (a) and (b).

- 5.1.19 *Senior Production Planner* - shall mean a production planner who is required to supervise 3 or more technical persons engaged in planning activities, of whom, at least one is performing the work of a Production Planner.
- 5.1.20 *Planning Technician* - shall mean an adult employee who has had at least 2 years experience as a planning assistant or other experience deemed by the employer to be equivalent thereof and who, under the supervision of technical staff, is called upon to perform duties which require the exercise of judgment and skill in excess of that required of a planning assistant, but do not fall within the duties at the level as defined for a production planner.
- 5.1.21 *Leading Planning Technician* - shall mean a planning technician required to supervise and is normally responsible for the work performed by 3 or more planners of whom at least one is performing work of a planning technician or a leading planning assistant.
- 5.1.22 *Planning Assistant* - shall mean an adult employee who has completed an appropriate apprenticeship or achieved an equivalent standard of trade knowledge and is employed on routine planning tasks requiring technical skill or knowledge.
- 5.1.23 *Leading Planning Assistant* - shall mean a planning assistant who is required to supervise and who is normally responsible for the work performed by 3 or more planning assistants, including trainees and/or apprentices.

Note - For the purposes of this Award the term Engineering assistants shall include the classifications of Technical Officer, Scientific Officer and Laboratory assistant.

5.1.24 *Engineering Assistant Grade 3*

means an adult employee:

- (a) Who has been engaged for at least 4 years as an Engineering Assistant Grade 1 or has had 2 years experience as an Engineering Assistant Grade 2 or who has had training deemed by the employer to be equivalent thereto; and
- (b) Who has received a certificate, diploma or degree from a State Education Department or Technical Education Department such as the Mechanical Engineering Certificate, Electrical Engineering Certificate, Civil or other Engineering Certificate, Chemistry Certificate, Scientific Certificate, Architectural Certificate or Metallurgy Certificate appropriate to the work in which they are engaged or its equivalent; and
- (c) Who is required to perform technical duties in a specific field of engineering or scientific practice, such as research, development, laboratory and, or engineering activities, and who is carrying out such work as is required to apply the skill acquired pursuant to the provisions of clause 5.1.24 (a) and (b).
- (d) Notwithstanding the provisions of clause 5.1.24 (a) and (b) an employer shall classify an employee as an Engineering Assistant Grade 3 who for 6 months satisfactorily performs work which is of the same nature as required by clause 5.1.16 and 5.1.17 and which requires the application of a similar standard of knowledge and/or engineering or scientific experience which has been acquired by other means than as provided for in clause 5.1.24 (a) and (b).

- 5.1.25 *Senior Engineering Assistant Grade 3* - shall mean an Engineering Assistant Grade 3 who is required to supervise 3 or more Engineering Assistants of whom at least one is performing the work of an Engineering Assistant Grade 3.
- 5.1.26 *Engineering Assistant Grade 2* - shall mean an adult employee who has had at least 2 years experience as an Engineering Assistant Grade 1 or other experience deemed by the employer to be the equivalent thereof and who, under the supervision of technical staff, is called upon to perform duties which require of an Engineering Assistant Grade 1 but do not fall within the duties at the level as defined for an Engineering Assistant Grade 3.
- 5.1.27 *Leading Engineering Assistant Grade 2* - shall mean an Engineering Assistant Grade 2 who is required to supervise and is normally responsible for the work performed by 3 or more Engineering assistants of whom at least one is performing the work of an Engineering Assistant Grade 2 or Leading Engineering Assistant Grade 1.
- 5.1.28 *Engineering Assistant Grade 1* - shall mean an adult employee who has completed an appropriate apprenticeship or achieved an equivalent standard of skill or knowledge and is employed on routine technical tasks requiring such skill or knowledge.
- 5.1.29 *Leading Engineering Assistant Grade 1* - shall mean an Engineering Assistant Grade 1 who is required to supervise and is normally responsible for the work performed by 3 or more Engineering Assistants Grade 1 including Trainees and/or apprentices.

5.2 Wages

5.2.1 Subject to the additional payments required by the Schedule to this Award as to employers therein named, the following shall be the minimum wages payable to employees under this Award:

(a) Trainee Draftpersons, Planners and Engineering Assistants:

	Percentage of Minimum Rate for Draftpersons Detail %
17 years of age and under	52
18 years of age	62
19 years of age	75
20 years of age	88

In calculating the rates the amounts shall be taken to the nearest dollar with any result of fifty cents or more being taken to the next highest dollar multiple.

(b) Draftpersons Detail, Planning Assistants and Engineering Assistants Grade 1 -

	Southern Division Eastern District per week \$
During 1st year of experience as such	652.80
During 2nd year of experience as such	665.80
During 3rd year of experience as such	684.80
During 4th year of experience as such	707.00
During 5th year of experience as such	726.70

(c) Leading Draftpersons - Detail, Leading Planning Assistants and Leading Engineering Assistants Grade 1 -

	\$
Per week extra	30.50

(d) Draftpersons - Senior Detail, Planning Technicians and Engineering Assistants Grade 2 -

	Southern Division Eastern District per week \$
During 1st year of experience as such	738.10
During 2nd year of experience as such	750.50
During 3rd year of experience as such	766.00

(e) Leading Draftpersons - Senior Detail, Leading Planning Technicians and Leading Engineering Assistants Grade 2 -

	\$
Per week extra	35.60

(f) Draftpersons - Designing, Production Planners and Engineering Assistants Grade 3 -

	Southern Division Eastern District per week \$
During 1st year of experience as such	778.40
During 2nd year of experience as such	798.00
During 3rd year of experience as such	820.80

(g) Leading Draftpersons Designing, Senior Production Planners and Senior Engineering Assistants Grade 3 -

Per week extra	40.90
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(h) Junior Tracers -

	Percentage of adult rate %
17 years of age and under	55
18 years of age	65
19 years of age	75
20 years of age	85

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

(i) Adult Tracers -

	Southern Division Eastern District per week \$
At 21 years	621.80
Thereafter	632.80

(j) Leading tracers -

	\$
Per week extra	15.40

NOTE - The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2011 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

5.3 Accident pay

5.3.1 Every employee to whom this Award applies shall be entitled to be paid by their employer in addition to all other payments to which the employee is entitled under this Award, the amount of 2 cents per hour. This amount shall be regarded as part of the employee's wage rate for all purposes to be paid as a flat rate for all hours worked.

5.3.2 The provisions of clause 5.3.1 above shall be deemed to have been complied with if the employer bound by the terms of the variation above observes the conditions prescribed, namely:

- (a) an employer shall pay and an employee shall be entitled to receive accident pay in accordance with clause 5.3.1;
- (b) "Accident Pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to an employee pursuant to the *WorkCover Act 1996*, and the 38 hour weekly Award rate to which such employee is entitled in the classification under which they are employed at the date of injury, or, where the incapacity is for a less period than (1) week, the difference between the amount of compensation and the said Award rate for that period;
- (c) an employer shall pay their employee accident pay where the employee receives an injury for which compensation is payable by or on behalf of the employer pursuant to the provisions of the said Act;
- (d) an employer shall pay, or cause to be paid, accident pay during the incapacity of the employee within the meaning of the said Act until such incapacity ceases or until the expiration of a period of 26 weeks from the date of injury, whichever event shall first occur;
- (e) the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident pay as provided;
- (f) an employee shall not be entitled to any payment under clause 5.3.2 in respect of any period of paid annual leave or long service leave, or for any paid public holiday;

- (g) in the event that an employee receives a lump sum in redemption of weekly payments under the said Act, the liability of the employer to pay accident pay as provided shall cease from the date of such redemption;
- (h) where the employee recovers damages from the employer or from a third party in respect of the said injury independently of the said Act, they shall be liable to repay to their employer the amount of accident pay which the employer has paid under clause 5.3 and the employee shall not be entitled to any further accident pay.

5.4 Payment of wages

Except where otherwise agreed between the employer and the employee, wages shall be paid weekly or fortnightly at the employer's discretion. Wages shall be paid in cash or by cheque as the employee so desires.

5.5 Divisional and District allowances

The following shall be the Divisional and District allowances:

5.5.1 Divisional allowances

Employees in the Mackay Division shall be paid 90c per week, and employees in the Eastern District of the Northern Division \$1.05 per week in addition to the rates prescribed.

5.5.2 District allowances

Employees in the Western District of the Southern Division shall be paid \$1.05 per week in addition to the rates prescribed for the corresponding Eastern District.

Employees in the Western District of the Northern Division shall be paid \$2.20 per week in addition to the rates prescribed for the corresponding Eastern District.

5.6 Occupational superannuation

5.6.1 *Application* - In addition to the rates of pay prescribed by the Award of which this schedule is a part, eligible employees as defined shall be entitled to Occupational Superannuation Benefits, subject to the provisions of Clause 5.6

5.6.2 Contributions

- (a) *Amount* - Every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in clause 5.6.4. Each such payment of contributions shall be rounded off to the nearest 10 cents.
- (b) *Regular payment* - The employer shall pay such contributions to the credit of each such employee at least once each calendar month or in accordance with the requirements of the Approved Fund Trust Deed.
- (c) *Minimum level of earnings* - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.
- (d) *Absences from work* - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.
- (e) *Other contributions* - Nothing in clause 5.7.2 shall preclude an employee from making contributions to a fund in accordance with the provisions thereof.
- (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.

5.6.3 Definitions

- (a) "*Approved fund*" means a fund approved for the purposes of this schedule by the Commission as one to which Occupational Superannuation contributions may be made by an employer on behalf of an employee, as required by this schedule.
- (b) "*Eligible employee*" means any employee who has been employed by an employer during 4 consecutive weeks and who has worked a minimum of 38 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*" shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading, skill allowances and supervisory allowances where applicable. The term includes any overaward payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, Commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

5.6.4 *Approved funds* - For the purposes of this schedule an approved fund shall be:

- (a) Sunsuper
- (b) Allied Union superannuation Trust of Queensland (AUST)
- (c) Combined Trade Union Retirement Fund (CTRF)
- (d) Professional Employees Superannuation Fund
- (e) Superannuation Trust of Australia (STA)
- (f) Any named fund as is agreed to between the relevant employer/Industrial Organization(s) parties to the Award and as recorded in an approved Industrial Agreement.
- (g) In relation to any particular employer, any other established fund to which that employer may already actually be 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 as at 29 September 1989 and continues to make such contributions.

5.6.5 *Challenge of a fund*

- (a) An eligible employee being a member or potential member of a fund, as well as an Industrial Organization whose registered list of callings incorporates any of the classification/s of employees to whom clause 5.6 applies, may by notification of a dispute 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 this schedule, 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.

5.7.6 *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 clause 5.6.4, shall be determined by a majority decision of employees.
- (b) 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 clause 5.6.4 where the long term performance of the fund is clearly disappointing.

Where clause 5.6.6 has been utilised and as a result another approved fund is determined, access to a further reappraisal 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 clause 5.6.6:

Provided that the provisions of this schedule do not preclude the making at any time of an Industrial Agreement within the terms of clause 5.6.4.

5.7.7 *Enrolment*

- (a) Each employer to whom this schedule applies shall as soon as practicable as to both current and future eligible employees -
 - (i) notify each employee of his or her 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 forms provided by the employer to enable that employee to become a member of the fund; and
 - (iv) submit all completed application forms 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 shall -
 - (i) complete and sign the necessary application forms to enable that employee to become a member of that fund; and
 - (ii) return such forms to the employer within 28 days of receipt 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 within 28 days of receipt of that form, then that employer shall:
 - (i) advise an eligible employee in writing of the non-receipt of the application form and further advise the eligible employee that continuing failure to complete, sign and return such form within 14 days could jeopardise the employees entitlement to Occupational Superannuation benefit prescribed by clause 5.6;
 - (ii) in the event that an eligible employee fails to complete, sign and return such application form 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 completed and signed application form is received by the employer;
 - (iii) in the event that an eligible employee fails to return a completed and signed application form 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 is a prerequisite 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 Secretary of a relevant Union of employees whose registered callings incorporate the classification of the eligible employee a copy of each letter forwarded by it to the eligible employee pursuant to clause 5.6.7 (c) (i) and (iii).
- (d) Where an employer fails to provide an eligible employee with an application form in accordance with clause 5.6.7 (a)(iii) it shall be obliged to make contributions as from the date of operation of clause 5.6 or from the date an employee became an "eligible employee" if that occurs thereafter, provided that an eligible employee completes, signs and returns to the employer an application form within 28 days of being provided with the application form by the employer. Where an eligible employee fails to complete, sign and return an application form within such period of 28 days the provisions of clause 5.6.7(c) shall apply.
- (e) *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 5.6.4, had they been paid on

the due dates.

The making of such contributions satisfied the requirements of clause 5.6.7 excepting that resort to clause 5.6.7 shall not limit any common law action which may be available in relation to death, disablement of any similar cover existing within the terms of a relevant fund.

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

6.1 Hours of work

6.1.1 Day Worker:

- (a) Subject to clause 6.1.2 (Working of a 38 hour week) and subject to the exceptions hereinafter provided, the ordinary hours of work will be an average of 38 per week, to be worked in one of the following ways:
 - (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding 28 consecutive days;
- (b) The ordinary hours of work prescribed for employees are to be worked continuously except for meal breaks. Subject to clauses 6.1 and 6.8 ordinary hours may be worked on a maximum of 5 consecutive days in the week between 6.00 a.m. and 6.00 p.m., Monday to Sunday inclusive.
- (c) The ordinary hours of work prescribed herein must not exceed 10 hours on any day:

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours must be subject to the agreement of the employer and the majority of employees concerned.
- (d) The ordinary starting and finishing times of various groups of employees or individual employees may be staggered provided that there is agreement between the employer and the majority of employees concerned.

6.1.2 Working of a 38 hour week

- (a) The 38 hour week will be worked in one of the following ways, most suitable to the particular enterprise, after consultation with, and giving reasonable consideration to the wishes of, the employees concerned:
 - (i) by employees working less than 8 ordinary hours each day; or
 - (ii) by employees working less than 8 ordinary hours on one or more days each work cycle; or
 - (iii) by fixing one or more work days on which all employees will be rostered off during a particular work cycle; or
 - (iv) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.
- (b) Subject to clause 6.1.1(c), employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.
- (c) Regardless of any other provision in clause 6.1, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, each accrued rostered day off must be taken within 12 calendar months of the date on which that rostered day off was accrued. Consent to accrue rostered days off will not be unreasonably withheld by either party.
- (d) Different methods of working a 38 hour week may apply to individual employees, groups or sections of employees in the enterprise concerned.

6.1.3 Procedures for enterprise level discussions

- (a) The employer and all employees concerned in each enterprise will consult over the most appropriate means of working a 38 hour week.
- (b) The objective of such consultation is to reach agreement on the method of working the 38 hour week in accordance with clause 6.1.

- (c) The outcome of such consultation must be recorded in writing.
- (d) 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 Union or employer organisation.
- (e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer has the right to make the final determination as to the method by which the 38-hour week is to be worked from time to time.
- (f) 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 provisions of clause 6.1.

6.1.4 *Rostered days off*

- (a) Where the arrangement of ordinary hours of work provides for a rostered day off all employees will be given a fair spread of rostered days off, from Monday to Friday.
- (b) An employee must be advised by the employer at least 7 days in advance of an entitlement to a rostered day off.
- (c) In the event that an employee is rostered off duty on a day which coincides with pay day, the employee will be paid not later than the working day immediately following pay day.
- (d) All time worked on an employee's rostered day off is to be paid for at the appropriate overtime rate (time and a-half for the first 3 hours, double time thereafter) with a minimum payment as for 2 hours' work:

Provided that by mutual agreement the employer and the employee may agree to substitute another day in lieu of the rostered day off, in which case the day that had been rostered off will be regarded as an ordinary working day.
- (e) Where a rostered day off falls on a public holiday as prescribed in clause 7.6, the employee and the employer will agree to an alternative day off in lieu thereof.

6.2 **Overtime**

- 6.2.1 All time worked outside or in excess of the ordinary working hours, shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first 3 hours in any one day, and double time thereafter, provided that all time worked on Sunday shall be paid for at the rate of double time.
- 6.2.2 For work performed on Saturday or Sunday, a minimum of 2 hours' payment at the appropriate rate shall apply.
- 6.2.3 An employee working overtime shall be allowed a meal break of 20 minutes without deduction of pay after each 4 hours of overtime worked if the employee continues work after each such meal break.
- 6.2.4 All time worked during a recognised lunch break shall be paid for at the rate of double time. When, through so working, an employee has less than 30 minutes for his lunch break, a further break of at least 30 minutes shall be allowed as soon as practicable thereafter.
- 6.2.5 Any employee who is required to continue working for 2 hours or more after the ordinary ceasing time in any one day, shall be allowed:
 - (a) a crib break of 30 minutes to be paid for at the prevailing rate; and
 - (b) a meal allowance of \$12.10 or such other amount equal to the meal allowance fixed from time to time as a general ruling by the Commission.

6.3 **Meal breaks**

A meal break of not less than 30 minutes duration shall be allowed not longer than 5 hours after commencement of work, the actual duration and the time of taking being as agreed between the employer and the majority of the employees affected. Such meal break shall be without pay.

6.4 **Rest pause**

Every employee covered by this Award 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 pause shall be taken at such time as will not interfere with the

continuity of work where continuity is necessary.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every employee (other than a casual employee) shall at the end of each year of their employment be entitled to not less than 4 weeks' annual leave on full pay.

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

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

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

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall immediately pay to the employee, in addition to all other amounts due, their pay, calculated in accordance with clause 7.1.5, for 4 weeks and also their ordinary time rate of pay for any public holiday occurring during such period of 4 weeks.

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

7.1.5 Calculation of annual leave pay

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

(a) Subject to clause 7.1.5(b), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

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

(ii) A further amount calculated at the rate of 17 1/2% of the amount referred to in clause 7.1.5(a)(i).

(b) Clause 7.1.5(a) does not apply to the following:

(i) any period or periods of annual leave exceeding 4 weeks; and;

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

7.1.6 One month's notice of the date of commencement of annual leave shall be given by the employer to the employee.

7.2 Sick leave

7.2.1 Entitlement

(a) Every employee, except casuals, pieceworkers, and school-based apprentices and trainees, is entitled to 8 days' sick leave for each completed year of their employment with their employer;

(b) This entitlement will accrue at the rate of one day's 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.

"Day" means each period of 24 hours from the commencement of the job.

7.2.2 *Employee must give notice*

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

7.2.3 *Evidence supporting a claim*

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

7.2.4 *Accumulated sick leave*

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

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

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

7.2.5 *Workers' compensation*

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

7.3 Bereavement leave

7.3.1 *Full-time and part-time employees*

Full-time and part-time employees on the death of a member of their immediate family or household in Australia is 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(a).

7.3.3 "Immediate family" includes:

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

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

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

7.4 Long service leave

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

7.5 Family leave

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

7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

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

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

7.6 Public holidays

7.6.1 All work done by any employee on:

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

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

7.6.2 *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.

7.7 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

8.1 Travelling allowance

- 8.1.1 An employee who, on any day, or from day to day, is directed to work at a place other than their usual place of employment shall be paid all fares necessarily incurred, which are in excess of the normal fares expended in travelling between their home and their usual place of employment, and all time reasonably spent in travelling to work outside their ordinary working hours, which is in excess of that normally spent in travelling between their home and their usual place of employment, shall be deemed to be travelling time.
- 8.1.2 Travelling time shall be paid for at ordinary rates, except on Saturdays and Sundays when it shall be paid for at the rate of time and a-half. The maximum payment for travelling time, on any one day, shall be for 8 hours.
- 8.1.3 When an employee works at a place which obliges them to remain away from their usual dwelling overnight, the employer shall provide the employee with accommodation and meals in a registered hotel, motel or boarding-house, as well as paying all necessary fares.
- 8.1.4 An employee sent, other than at their own request, from their usual locality to another for employment which can reasonably be regarded as permanent; necessarily involving a change of residence, shall be paid travelling time in accordance with clause 8.1.2 whilst necessarily travelling between such localities, and, for a period not exceeding 3 months, they shall be paid reasonable living expenses provided that such expenses shall cease after they have taken up permanent residence or abode at the new location.
- 8.1.5 For the purpose of clause 8.1.4, fares allowed shall be:
 - Passenger Coaches - Normal Fares;
 - Rail - First Class (with sleepers if available);
 - Air - Economy Class.

8.2 Vehicle allowance

- 8.2.1 Where any employee, at the request of the employer, uses their own vehicle in connection with the employer's business, they shall, unless otherwise mutually agreed, be paid an allowance of:
 - (a) 45 cents per kilometre for vehicles up to 1.5 litres;
 - (b) 55 cents per kilometre for vehicles over 1.5 litres and up to 2.5 litres;
 - (c) 60 cents per kilometre for vehicles over 2.5 litres;

(d) or such allowance as is prescribed and varied from time to time by the Australian Taxation Office.

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 Working from aircraft

10.1.1 Where any employee covered by this Award is required, by their employer, to work from an aircraft in flight, they shall be insured by the employer on all such occasions.

10.1.2 The amount of such insurance shall not be less than the maximum amount of damages currently specified by *"The Civil Aviation (Carriers' Liability) Acts, 1959 to 1962"*, as amended from time to time.

10.2 Protective clothing

In all cases where reasonably required by unusual working conditions and in particular on all construction sites, adequate protective clothing and/or footwear, hygienic and in first-class condition, shall be provided to the employee by the employer.

10.3 Damage to clothing and equipment

Where an employee, as a result of performing any duty required by the employer and as a result of neglect by an employer or their agent, suffers any damage to, or soiling of, clothing or personal equipment, the employer shall be liable for the replacing, repair or cleaning, as the case may be, of such clothing or personal equipment, provided that failure of any employee to use the protective clothing provided by the employer, shall relieve the employer of such liability.

10.4 Amenities

This Award shall not be construed as granting relief from any obligations as to health, welfare and safety requirements which flow from the regulations and rules made under the *Workplace Health and Safety Act 1995*.

10.5 Storage

Each employee shall be provided by the employer with suitable storage and a key for the storing of equipment which is necessary in the performance of their duties but the employer shall not be liable for the loss of any equipment from such storage.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.

- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the relevant 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 relevant 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 the employee does not want the 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 relevant Union:

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee

started and stopped work, and details of work breaks including meal breaks;

- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

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 an organisation of employees that has the right to represent the industrial interests of the employees concerned.

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.

11.4 Display of Award

A copy of this Award, amended as necessary from time to time, shall be displayed on a notice board accessible to all employees.

Dated 23 October 2002.

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

Operative Date: 23 December 2002