

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**DRY CLEANING AND DYEING INDUSTRY AWARD - STATE
(EXCLUDING SOUTH-EAST QUEENSLAND) 2002**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Dry Cleaning and Dyeing Industry Award - State (Excluding South-East Queensland) 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 Dry Cleaning and Dyeing Industry Award - State (Excluding South-East Queensland) 2002 as at 1 September 2010.

Dated 1 November 2010.

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

**DRY CLEANING AND DYEING INDUSTRY AWARD - STATE
(EXCLUDING SOUTH-EAST QUEENSLAND) 2002**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Dry Cleaning and Dyeing Industry Award - State (Excluding South-East Queensland) 2002.

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1.3 Date of operation

This Award takes effect from 23 December 2002.

1.4 Coverage

This Award applies to employees and employers engaged in the industry of dry cleaning and/or hat blocking and cleaning and/or dyeing, and/or repairing, and/or invisible mending of garments or articles and/or performing any operation incidental thereto in dry cleaning establishments and their auxiliary receiving depots in all Divisions and Districts of the State of Queensland other than the Southern and Central Divisions.

1.5 Definitions

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

1.5.2 "Commission" means the Queensland Industrial Relations Commission.

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

1.6 Area of operation

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

1.6.1 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 the 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.

1.6.2 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.

1.7 Parties bound

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

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 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 the Union, be reported to the relevant officer of the Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 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.

3.2 Consultative mechanisms and procedures in the workplace

The employer, the employees and the Union shall continue to evolve consultation procedures appropriate to the size, structure and need of each enterprise with a view to continuing to enhance formal consultative mechanisms. Measures raised by the employer, employees or the Union for consideration consistent with increasing the efficiency, productivity and international competitiveness of the enterprise shall be processed through such consultative procedures.

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

4.1 Contract of employment

- 4.1.1 Employees (other than casuals) covered by this Award shall be advised in writing of their employment category upon appointment. Employment categories are:
- (a) Full-time;
 - (b) Part-time (as prescribed in clause 4.3); and
 - (c) Casual (as prescribed in clause 4.4).
- 4.1.2 The employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote deskilling.
- 4.1.3 The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 4.1.4 Any direction issued by the employer pursuant to clauses 4.1.2 and 4.1.3 shall be consistent with the employer's responsibility to provide a safe and healthy working environment.

4.2 Employee duties

- 4.2.1 No employee shall, without just cause, be absent from their employment during the prescribed hours whilst there is work ready to be done by such employee, and must be available ready and willing on the days and during the hours fixed by this Award.
- 4.2.2 An employee not attending for duty shall, except as provided in clause 7.2, lose their pay for the actual time of such non-attendance.

4.3 Part-time employment

- 4.3.1 A part-time employee is an employee who:
- (a) works at least 20 but less than 40 hours per week; and
 - (b) receives, on a proportionate basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- 4.3.2 At the time of engagement the employer and the employee will agree in writing on the number of ordinary hours per week.
- 4.3.3 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.
- 4.3.4 An employer is required to roster a part-time employee for a minimum of 4 consecutive hours on any engagement.
- 4.3.5 A part-time employee who works in excess of the ordinary daily or weekly hours prescribed in clauses 4.3.2 or 4.3.3 shall be paid overtime in accordance with clause 6.4 (Overtime).
- 4.3.6 A part-time employee employed under the provisions of clause 4.3 must be paid for ordinary hours worked at the rate of 1/40th of the weekly rate prescribed for the class of work performed.
- 4.3.7 Where a public holiday falls on a day upon which a part-time employee is normally engaged, that employee shall be paid the appropriate rate prescribed in clause 5.1 or 5.2 for the number of hours normally worked on that day.
- 4.3.8 Where an 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.

4.4 Casual employment

- 4.4.1 Employees may be employed in any week as casual employees for less than 30 hours (exclusive of overtime) and shall be paid as follows:
- (a) If on time work, the ordinary rate prescribed in clause 5.1 for the classification of the employee plus 23% per hour.
 - (b) If on any system of payment by results, the appropriate rate prescribed in clause 5.2 plus 23%.
- 4.4.2 A casual employee shall be paid overtime in accordance with clause 6.4 (Overtime).

4.5 Trainees

Trainees may be engaged under this Award in accordance with the *Order for Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)*.

4.6 Mixed functions

An employee who is required to perform work on any day for which a higher rate of pay is prescribed in clause 5.1 shall be paid as follows:

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

4.7 Stand down of employees

In the event of the work of the factory or section of the factory or workshop being stopped due to a breakdown of machinery, or for any cause (other than that specified in clause 5.3.4) for which the employer cannot reasonably be held responsible, all full-time and part-time employees who present themselves for work shall be found work for that day or paid one day's wages in lieu thereof, but the employer may, when such causes occur, give notice to an employee that their services will not be required on the following day or days, and the employee shall not be entitled to any further payment in respect of any further days that they are out of employment by reason of such causes:

Provided that for any day upon which an employee cannot be usefully employed because of any strike or lockout by any persons whatsoever or any failure or lack of power or any restriction or shortage of power for which an employer cannot justly be held responsible all weekly employees who are required to attend for work and do so attend on that day shall be paid a minimum of 2 hours' pay at ordinary rates:

Provided that if required to perform work or remain at work for longer than 2 hours, payment shall be made at ordinary rates for all time standing by and for all time worked.

4.8 Anti-discrimination

4.8.1 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 any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.8.2 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.

4.8.3 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.

4.8.4 Nothing in clause 4.8 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.

4.9 Termination of employment

4.9.1 *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.

4.9.2 *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.

4.9.3 *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 4.8.2(d).

4.9.4 *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 Introduction of changes

4.10.1 *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.

4.10.2 *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 4.10.1.
- (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.

4.11 Redundancy

4.11.1 *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 4.11.1(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.

4.11.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.11.1 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 4.9.
- (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.

4.11.3 *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 transmitter 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 transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.11.3, '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.

4.11.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.11.1, 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.

4.11.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.11.1, 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.

4.11.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.9.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.11.1(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.

4.11.7 *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.

4.11.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.11.1(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.

4.11.9 *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.

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

Clause 4.11 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.

4.11.11 *Employees exempted*

Clause 4.11 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.

4.11.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.11 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.

4.11.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.11.6 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 4.11.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.11.14 *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.

4.12 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 Wage rates

5.1.1 The minimum rates of pay for all adult employees in the Mackay Division working under this Award are:

Adult employees

	<i>Classification</i>	Award Rate Per Week \$
1.	"Invisible" mender	611.60
2.	Tailor or Tailoress	611.60
3.	Presser	596.90

4.	Receiver and despatcher in charge (namely person in charge of a depot and responsible for keeping of records and responsible for cash)	596.90
5.	Cleaner (operating dry cleaning machine)	596.90
6.	Repairer (other than Tailor or Tailoress)	588.20
7.	Spotter	588.20
8.	Presser (offset press)	588.20
9.	Hand ironer	588.20
10.	Receiver and/or despatcher	588.20
11.	Wet cleaner	588.20
12.	Steam air finisher	588.20
13.	Examiner of garments	588.20
14.	Assembler of garments	588.20
15.	Sorter of garments	588.20
16.	All other adult employees	588.20

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

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

5.1.2 Juniors

- (a) The minimum rates of wages to be paid to junior employees shall be calculated as follows:

	Percentage of classification Sorter of Garments (15) for relevant Division or District
	%
UNDER 16 YEARS	50
16 years of age and under 17	55
17 years of age and under 18	65
18 years of age and under 19	75
19 years of age and under 20	85
20 years of age and under 21	93

and thereafter the minimum weekly rate prescribed in clause 5.1.1 for the classification concerned.

- (b) Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.
- (c) *Proportion of juniors* - One junior may be employed for every 2 adults employed, but nothing shall prevent an employer from employing one junior where there is one adult employed.
- (d) *Junior employed in a receiving depot* - Notwithstanding clause 5.1.2(a) no junior in charge of a depot and responsible for cash or books shall be paid less than the wage prescribed for "19 years of age and under 20" plus a marginal wage of \$2.75 per week.

5.1.3 Divisional and District allowances

- (a) Adult employees in the Eastern District of the Northern Division and in the Western District of the Southern Division shall be paid 15 cents per week in addition to the rates prescribed in clause 5.1.1.
- (b) Adult employees in the Western District of the Northern Division shall be paid \$2.35 per week in addition to the rates prescribed in clause 5.1.1.
- (c) Junior employees shall receive a proportion of the amounts specified in clauses 5.1.3(a) and 5.1.3(b) according to the appropriate percentage rate as specified in clause 5.1.2.

5.2 Payment by results

5.2.1 Section A - Task System

- (a) No employer shall make a bonus or merit payment which fluctuates from period to period according to the amount of work performed by the employee concerned and which is based upon a secret task rate for measuring the output of such employee.
- (b) In all factories and workshops where a minimum task is set for a minimum wage the task rate in respect to all garments or other articles or parts of articles shall be determined in the following manner:
 - (i) where there are less than 20 employees involved in the work to be performed the employer, or the employer's representative, in conference with 2 employees, at least one of whom shall be a member of the Union if available and willing to act, chosen by and from all employees, shall fix the rates;
 - (ii) where there are 20 or more employees involved in the work to be performed the employer, or the employer's representative, in conference with 3 employees, at least one of whom shall be a member of the Union if available and willing to act, chosen by and from all employees, shall fix the rates.
- (c) The task rates shall be fixed so as to enable the average worker to earn the minimum weekly wage rate prescribed by clause 5.1 for the class of work to be performed, and any number of garments or parts of garments or other articles, or parts of articles made in excess of the minimum weekly task fixed by the task rates for the minimum weekly wage rate shall be paid for at *pro rata* plus 10%.
- (d) When an employee is employed for less than a week on the task rates, then the task of the said employee shall be fixed *pro rata* of the minimum weekly wage rate provided for in clause 5.1.
- (e) Any excess number of garments or parts of garments or other articles or parts of articles made in any day by the employee shall be subject to the same *pro rata* payment as would apply if the employee were engaged for the whole week.
- (f) In the event of a dispute with reference to a task rate the matter shall be referred to the Commission.
- (g) A signed and dated copy of all task rate schedules shall, within 24 hours of their being fixed, be posted and kept posted by the employer in a conspicuous place in each and every room of the workshop or factory where such tasks respectively are being performed.
- (h) A combination or team shall mean 2 or more persons working together in the same class of work, employed on weekly wages where a task has been imposed. Where employees work in a combination or team the additional amount of wages shall be distributed amongst the employees on a percentage basis, according to the amount of their ordinary weekly wages.
- (i) In all factories and workshops where task systems are now in operation they shall not be altered except in the manner prescribed in clause 5.2 for the determination of tasks.

5.2.2 Section B - Piecework

- (a) Subject to payment of the minimum weekly wage rates prescribed in clause 5.1 for employees in their respective classes of work, and to the conditions set out below, an employer in conjunction with the employees, may fix piecework rates provided such rates enable an adult employee of average capacity working under like conditions to earn at least 10% more than the applicable minimum weekly wage rate provided for in clause 5.1. The same piecework rate shall be paid to all pieceworkers doing the same operation in the factory or workshop whether they be adult or junior.
- (b) All pieceworkers who are available and ready and willing to work during the ordinary working hours but for whom work is not provided by the employer shall be paid the appropriate weekly wage rate for the class of work being performed.
- (c) The piecework rate in respect of all garments or parts of garments or other articles or parts of articles shall be determined in the following manner:
 - (i) where there are less than 20 employees involved in the work to be performed the employer, or the employer's representative, in conference with 2 employees, at least one of whom shall be a member of the Union if available and willing to act, chosen by and from all employees, shall fix the rates;
 - (ii) where there are 20 or more employees involved in the work to be performed the employer, or the employer's representative, in conference with 3 employees, at least one of whom shall be a member of the Union if available and willing to act, chosen by and from all employees, shall fix the rates.
- (d) In the event of a dispute with reference to piecework rates the matters shall be referred to the Commission.

- (e) A signed and dated copy of all piecework schedules shall, within 24 hours of their being fixed, be posted and kept posted by the employer in a conspicuous place in each and every room of the workshop or factory where such piecework is being performed.
- (f) In all factories and workshops where piecework conditions are now in operation they shall not be altered except in the manner prescribed in clause 5.2 for the determination of the piecework rates.
- (g) Collecting logs - where piecework is in operation, the employer shall make arrangements for collecting the logs, and the employees need not leave their places.
- (h) Adjustment of piecework rates - effect shall be given in piecework rates to alterations in the weekly wage rates prescribed in clause 5.1 by increasing or decreasing piecework rates proportionately.

5.3 Payment of wages

5.3.1 Employees shall be paid all wages due to them in full during ordinary working hours not later than 2 working days following the end of the working week.

5.3.2 Upon termination of employment all wages, including overtime and allowances, shall be paid not later than 2 working days following termination of employment.

5.3.3 Payment of wages shall be made weekly and, at the discretion of the employer, by one of the following means:

- (a) cash;
- (b) cheque; or
- (c) payment directly into an employee's nominated bank account, credit union or building society account without cost to the employee.

5.3.4 Subject to clause 4.7 (Stand down of employees) all weekly wage rates prescribed in clauses 5.1 and 5.2 shall be paid to the employees in full, with the following exceptions:

(a) Standing off employees in turn:

- (i) employers shall, in slack time caused by lack of orders or a shortage of material, observe turns of employment for weekly workers and pieceworkers (including out-door workers) not engaged in making samples in the classification of work that they are usually engaged in. The employer shall keep in the work room a true record of every turn which shall be open to the inspection of the employees;
- (ii) should any employer during such slack time stand off their employees in turn then the employer, on any day during any week, shall inform every person whom it is proposed to stand off on any day or days in the following week (other than a Saturday or a holiday) that their services will not be required, but an employee shall not, except under the conditions provided in clause 5.3.4(b), be stood off part of a day without being paid for a whole day.

(b) Employees working shortened hours:

If it is desired to work a week of shorter hours in such slack time, instead of standing the employees off in turn, the employer may make an arrangement to work the employees for shortened hours, but such arrangement shall only be made:

- (i) where, on a secret ballot vote of the employees being taken, a majority of the whole of the employees vote in favour of such arrangement; or
- (ii) where such arrangement is agreed to by the Union; and
- (iii) where such an arrangement is made, the employees shall be given 2 working days' notice of the shortened hours to be worked;
- (iv) where an arrangement is made in compliance with clause 5.3.4(b) the employer shall pay each employee for the actual hours worked on each day on the basis of the employee's normal weekly wage rate, whether on time work or in accordance with payment by results system.

5.3.5 Employees stood down on their normal pay day shall be paid for that current week on the working day prior to such stand-down.

5.4 Superannuation

5.4.1 *Application*

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

5.4.2 *Contributions*

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

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

- (b) Regular payment - The employer shall pay such contributions to the credit of each 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 5.4 shall preclude an employee from making contributions to a fund in accordance with the provisions of the trust deed of the fund.
- (f) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No other deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed in clause 5.4.

5.4.3 *Definitions*

- (a) "Approved fund" means a fund (as defined in clause 5.4.3(c)) approved for the purposes of clause 5.4 by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by clause 5.4. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" means any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.4.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation 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 5.4 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.

5.4.4 *For the purposes of this Award, an approved fund shall be:*

- (a) Sunsuper.

- (b) Any named fund as is agreed to between the relevant employer/industrial organization 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 of, or an Agreement approved by, an Industrial Tribunal, whether State or Federal jurisdiction, and already has 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.
- (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 5.4.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contributions:

Provided that the making of a deposit, an initial or other contributions subsequent to 29 September 1989, but on a retrospective basis, in respect of any period up to and including 29 September 1989, shall not under any circumstances bring a fund within the meaning of clause 5.4.4. The mere signing and submission of any nomination for membership documents to Trustees of a Fund prior to 29 September 1989 does not bring a fund within the meaning of clause 5.4.4.
- (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.

5.4.5 *Challenge of a fund*

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

5.4.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 5.4.4(c), (d), (e), (f) and (g) shall be determined by a majority decision of employees.
- (b) Employees who are members of an established fund covered by clause 5.4.4(f) shall have the right by majority decision to choose to have the contributions specified in clause 5.4.2 paid into a fund as provided for elsewhere in clause 5.4.4 in lieu of the established fund to which clause 5.4.4(f) has application.

- (c) The initial selection of a fund recognised in clause 5.4.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the fund is clearly disappointing.
- (d) Where clause 5.4.6 has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation.

5.4.7 *Enrolment*

- (a) Each employer to whom clause 5.4 applies shall as soon as practicable as to both current and future eligible employees:
 - (i) notify each employee of the employee's entitlement to occupational superannuation;
 - (ii) consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.4.4;
 - (iii) take all reasonable steps to ensure that upon the determination of an appropriate fund, each eligible employee receives, completes, signs and returns the necessary application form/s provided by the employer, to enable that employee to become a member of the fund; and
 - (iv) submit completed application form/s and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.4 shall:
 - (i) complete and sign the necessary application form/s to enable that employee to become a member of that fund; and
 - (ii) return such form/s to the employer within 28 days of receipt of the application form/s in order to be entitled to the benefit of the contributions prescribed in clause 5.4.2.
- (c) Where an employer has complied with the requirements of clause 5.4.7(a) and an eligible employee fails to complete, sign and return the application form/s within 28 days of the receipt by the employee of that form/s, then that employer shall:
 - (i) Advise the eligible employee in writing of the non-receipt of the application form/s and further advise the eligible employee that continuing failure to complete, sign and return such form/s within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.4.
 - (ii) In the event that the eligible employee fails to complete, sign and return such application form/s within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which the completed and signed application form/s is received by the employer.
 - (iii) In the event that the eligible employee fails to return a completed and signed application form/s within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form/s is a pre-requisite to the payment of any occupational superannuation contributions.
 - (iv) At the same time as advising the eligible employee pursuant to clause 5.4.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.4.7(c)(i) and 5.4.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.4.7(a)(iii) the employer shall be obliged to make contributions as from the date the employee became an eligible employee provided that the eligible employee completes, signs and returns to the employer an application form/s within 28 days of being provided with the application form/s by the employer. Where the eligible employee fails to complete, sign and return an application form/s within such period of 28 days the provisions of clause 5.4.7(c) shall apply.

5.4.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.4.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.4.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have

attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.4.5, had they been paid on the due dates.

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

5.4.9 Exemptions

- (a) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.4 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.
- (b) Clause 5.4 does not apply to the Broken Hill Proprietary Company Limited or Tubemakers of Australia Limited, or any corporation which is a related corporation (within the meaning of the Companies (Queensland Code)) of either the Broken Hill Proprietary Company Limited or Tubemakers of Australia Limited.

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

6.1 Hours of work

A week's work shall constitute 40 hours to be worked between 8.00 a.m. and 6.00 p.m. on 5 days of the week and 8.00 a.m. and 1.00 p.m. on the day of the week on which the half holiday is usually observed:

Provided that if the majority of employees in a factory or workshop desire to start between 7.30 a.m. and 8.00 a.m. the work may begin at or after 7.30 a.m. Any other starting and finishing times may be agreed upon by the employer and the majority of the employees, and where requested, the district secretary of the Union.

6.2 Meal breaks

- 6.2.1 Except as provided in clause 6.2.2 an interval of not more than 60 minutes and of not less than 45 minutes shall be allowed for the midday meal.
- 6.2.2 The duration of the meal period may be reduced to not less than 30 minutes where the majority of the employees on site so agree.
- 6.2.3 Except in retail establishments such midday meal interval shall be permitted between the hours of 12 noon and 2.00 p.m.
- 6.2.4 In retail establishments the midday meal interval shall be observed between 11.30 a.m. and 2.30 p.m.
- 6.2.5 No employer shall permit any work to be performed on the employer's premises by an employee during that employee's meal time.

6.3 Rest pauses

- 6.3.1 All employees shall receive a rest pause of 10 minutes' duration in the employer's time in the first and second half of their daily work. Such rest pauses shall be taken at such times so as not to interfere with continuity of work where continuity is necessary.
- 6.3.2 Rest pauses will not be eliminated, but where agreed between employer and majority of employees on site, and, where requested by the branch secretary of the Union, periods of work may be re-arranged so that there is less disruption to certain work by moving the rest pauses.
- 6.3.3 Rest pauses shall be taken at such times so as not to interfere with continuity of work where continuity is necessary.

6.4 Overtime

- 6.4.1 Subject to clauses 6.5 and 6.4.4 all time worked by a full-time employee in excess of 40 hours in a week or in excess of the employee's normal number of daily hours or outside the daily limits prescribed in clause 6.1 shall be paid for at the rate of time and a-half for the first 3 hours and double the ordinary time rate of pay thereafter, such overtime to be calculated on a daily basis.

- 6.4.2 Subject to clauses 6.5 and 6.4.4 all time worked by a part-time employee in excess of the ordinary daily or weekly hours prescribed in clause 4.3.2 or 4.3.3, or outside the daily limits prescribed in clause 6.1, shall be paid for at the rate of time and a-half for the first 3 hours and double the ordinary time rate of pay thereafter, such overtime to be calculated on a daily basis.
- 6.4.3 Subject to clauses 6.5 and 6.4.4 all time worked by a casual employee in excess of 30 hours in a week or in excess of the employee's normal number of daily hours or outside the daily limits prescribed in clause 6.1 shall be paid for at the rate of time and a-half for the first 3 hours and double the ordinary time rate of pay thereafter, such overtime to be calculated on a daily basis.
- 6.4.4 All time worked on a Sunday by any employee shall be paid for at the rate of double the ordinary time rate of pay.
- 6.4.5 An employee paid under any system of payment by results, when working overtime shall be paid, in addition to the ordinary earnings paid under such system for work done in ordinary time, an amount per hour which is equivalent to the employee's weekly wage divided by 80:
- Provided that for work in excess of 3 hours' overtime on any day such the employee shall be paid an additional sum per hour which is equivalent to the employee's weekly wage divided by 40.
- 6.4.6 An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.
- 6.4.7 Notwithstanding anything else contained in clause 6.4 employees required to work for longer than 1 1/2 hours after the usual ceasing time shall be allowed not less than 30 minutes for a meal break. Clause 6.4.7 shall not apply to employees working a 4 1/2 day week unless the overtime extends beyond a period of 4 hours.
- 6.4.8 *Meal money*

An employee required to work overtime for more than 60 minutes after the usual ceasing time or beyond 6.00 p.m. (whichever is the later) on any day, Monday to Friday inclusive, without being notified the day before that they will be so required to work, shall either be supplied with an adequate meal by the employer or paid \$9.60 in lieu thereof.

If the notice is given and overtime is not worked (except as a result of a breakdown in the machinery or plant) the meal money prescribed herein shall be paid.

6.5 Saturday morning penalty rates

Employees (other than casuals) who are employed on a 5 1/2 day week basis shall be paid at the rate of time and a-quarter for all time worked within trading hours (not being overtime within the meaning of clause 6.4) on Saturday mornings.

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 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 pay at a rate in excess of the ordinary rate payable under clause 5.1 at that excess rate; and
 - (b) In every other case, at the ordinary rate payable under clause 5.1 to the employee concerned immediately prior to that leave.
- 7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall immediately pay to the employee in addition to all other amounts due to the employee, the employee's pay, calculated in accordance with clause 7.1.5, for 4 weeks and also the employee's ordinary 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 the employee's pay for the period of the employee's 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 (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 5.1 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 shall not apply to:
 - (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.

7.2 **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:

Provided that part-time employees shall accrue sick leave on a proportional basis.
- (b) This entitlement will accrue at the rate of one day's sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if the employee was 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 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 their employer a doctor's certificate about the nature and approximate duration of the illness or other evidence.

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" means a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.3.2

7.3.3 "Immediate family" includes:

(a) a spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and

(b) a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.3.4 Unpaid leave

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

7.4 Long service leave

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

7.5 Family leave

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

7.5.1 It is to be noted that:

(a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;

(b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

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

(a) Maternity leave

(b) Parental leave

(c) Adoption leave

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

7.6 Public holidays

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

- the 1st of January;
- the 26th of January,
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th of 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

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

7.6.4 *Double time and one-half*

For the purposes of clause 7.6, "double time and a-half" means one and one-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.

All time worked on any of the holidays prescribed in clause 7.6 outside the ordinary starting and ceasing times prescribed in clause 6.1 for the day of the week on which such holiday falls shall be paid for at double the rate prescribed in clauses 6.4 and 6.5 for work performed outside the ordinary starting and ceasing times on an ordinary working 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*

Where there is agreement between the employer and the majority of employees concerned, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.6:

Provided that where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.

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

NOTE: No provisions inserted in this Award relevant to this Part.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training program

9.1.1 Following proper consultation with employees, the employer shall develop a training policy and programme consistent with:

- (a) the current and future skill needs of the enterprise;
- (b) the size, structure and nature of the operations of the enterprise; and
- (c) the need to develop vocational skills relevant to the enterprise and the industry through courses conducted by appropriate educational institutions and training providers.

9.1.2 Various costs associated with training

- (a) Where, as a result of consultation, it is agreed by the employer that additional training in accordance with the programme developed in accordance with clause 9.1.1 should be undertaken by an employee, that training may be undertaken either on or off the job:

Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

- (b) Any costs associated with standard fees for prescribed courses and textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure:

Provided that reimbursement shall be on an annual basis, subject to the presentation of reports of satisfactory progress.

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

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

10.1 Uniforms

Employers shall pay for the provision and cleaning of uniforms if the employer requires employees to wear a uniform.

10.2 Protective clothing

Where any person is required to work under wet or dirty conditions, suitable protective clothing, including footwear, shall be supplied free of charge by the employer to the employee concerned.

Any dispute as to the necessity or suitability of such clothing shall be determined in accordance with clause 3.1 (Grievance and dispute settling procedure).

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 *Entry procedure*

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

11.1.3 *Inspection of records*

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

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

- (a) the employee's Award classification;
- (b) the employer's full name;

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

Preamble

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

11.3.1 Documentation to be provided by employer

At the point of engagement, the employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by each employee.

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

11.3.2 Union delegates

- (a) Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.
- (b) The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.3.3 Deduction of Union fees

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer their desire to have such membership fees deducted from their wages.

11.4 Posting of Award

A copy of this Award shall be posted and kept posted by the employer in a prominent place in the workshop or factory.

11.5 Union notices

Each employer shall make facilities available in a prominent position in the workshop or factory, upon which representatives of the Union shall be allowed to post Union notices. Any notice so posted shall be countersigned by the representative of the Union and in the absence of a counter-signature may be removed by the Union representative or the employer.

Dated 23 October 2002.

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

Operative Date: 23 December 2002