

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**FLORAL BOUQUETS, NOVELTIES ETC. MAKING AWARD - STATE 2003**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Floral Bouquets, Novelties etc. Making Award - State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Floral Bouquets, Novelties etc. Making Award - State 2003 as at 1 January 2011.

Dated 1 March 2011.

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

**FLORAL BOUQUETS, NOVELTIES ETC. MAKING AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Floral Bouquets, Novelties etc. Making Award - State 2003.

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**1.3 Date of operation**

This Award takes effect from the 2 June 2003.

**1.4 Coverage**

1.4.1 This Award shall apply to employees engaged in or in connection with or incidental to the making of floral bouquets, emblems, wreaths, sprays (real or artificial), light shades, telephone decorations, sachets, puffs, toilet novelties, raffia works, or decorating shoe trees, coat and dress hangers or similar articles throughout the State of Queensland.

**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 purpose of this Award the Divisions and District shall be 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, then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of 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; then by that parallel of latitude due west to 147 degrees of east longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by 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.

(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; then by that meridian of longitude due north to 25 degrees south latitude; then by that parallel of latitude due west to 147 degrees longitude due north to the Southern boundary of the Mackay 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 Consultative mechanisms and procedures in the workplace**

3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and domestic and international competitiveness of the amenities horticulture industry covered by this Award, and to enhance the career opportunities and job security of employees in the amenities horticulture industry.

3.1.2 At each establishment or enterprise, the employer, employees and the Union shall, where practicable, establish a consultative mechanism and procedures appropriate to the size, structure and needs of the establishment or

enterprise. Measures raised by the employer, employees or the Union consistent with the objectives of clause 3.1.1 shall be processed through that consultative mechanism and procedures.

3.1.3 Measures raised for consideration consistent with clause 3.1.2 shall be related to implementation of a new classification structure subject to clause 5.1 and matters concerning training subject to clause 9.1.

3.1.4 Without limiting the rights of the parties to this Award any other measure designed to increase flexibility at Industry or enterprise levels, and sought by any party, shall be notified to the Commission and by agreement of the parties involved shall be implemented subject to the following requirements:

- (a) the changes sought shall not affect provisions reflecting State or Industry standards;
- (b) the majority of employees affected by the change at the establishment or enterprise must genuinely agree to the change;
- (c) no employee shall lose ordinary time earnings as a result of the change;
- (d) changes will not be of a negative cost-cutting or cost-offsetting nature;
- (e) negotiations will include the Union and employer Associations, provided that where enterprise level discussions are considering matters that may require an Award amendment the Union must be invited to participate at that level;
- (f) no party shall unreasonably oppose any agreement;
- (g) any agreement shall be subject to approval by the Commission, and if approved, shall take precedence over any provision of this Award to the extent of any inconsistency; and
- (h) if agreement cannot be reached in the implementation process on a particular issue it shall be referred to the Commission for resolution.

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

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

3.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.

3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.5.

3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, the matter shall, in the case of a member of 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 the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.

3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.

3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.

3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.

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

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

### **4.1 Employment categories**

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

Employment categories are:

- (a) full-time;
  - (b) part-time (as prescribed in clause 4.2); or
  - (c) casual (as prescribed in clause 4.3).
- 4.1.2 An employee shall be paid a full week's wages unless they are employed for a period of less than a week, in which latter event they shall, unless paid a full week's wages, be paid at the rate prescribed for casual employees.
- 4.1.3 Employees other than casuals, shall be engaged on a full-time or part-time basis, and the employer shall stipulate at the time of engagement whether the employment is to be on a full-time, part-time or casual basis.

### **4.2 Part-time employment**

Part-time employees may be engaged on the following terms:

- 4.2.1 A part-time employee means a full-time employee who is engaged to work on pre-determined days of the week for a regular number of hours, being more than 16 but less than 32 hours per week. Except as hereinafter provided, all conditions provided for full-time employees shall apply to part-time employees.
- 4.2.2 Part-time employees shall be paid an hourly rate equal to 1/38<sup>th</sup> of the full-time rate prescribed by this Award for the classification under which they are engaged.
- 4.2.3 A part-time employee who works in excess of the ordinary daily or full-time hours prescribed in the contract of employment shall be paid overtime in accordance with clause 6.4 (Overtime).
- 4.2.4 Part-time employees shall be entitled to receive *pro rata* entitlements to annual leave, sick leave, bereavement leave, and long service leave, in accordance with the provisions contained in this Award.
- 4.2.5 Part-time employees shall be entitled to receive payment for ordinary hours they would have otherwise worked on any public holiday on which they would have been ordinarily rostered for duty.

### **4.3 Casual employment**

- 4.3.1 A casual employee is an employee who is employed for less than 32 hours in any one week under this Award:

A casual employee does not include an employee as described in clause 4.4.

- 4.3.2 Casual employees, that is employees who are engaged for less than 38 hours in any one week shall be paid at an hourly rate which shall be the hourly rate prescribed in this Award for the classes of work performed plus 23 %. Such hourly rates are to be determined by dividing the full-time rate prescribed by this Award by 38.

### **4.4 Incidental or peripheral tasks**

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

- 4.4.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 4.4.3 Any direction issued by an employer pursuant to clauses 4.6.1 and 4.6.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

#### **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 the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.5.2 Accordingly, in fulfilling their obligations under the grievance and disputes 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*; or
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

#### **4.6 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 2 years' continuous service with the employer shall be entitled to an additional week's notice.

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

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

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

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and

- penalties; and  
(iii) any other amounts payable under the employee's employment contract.

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

#### 4.6.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be two days. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under 4.6.2(d) for a period of notice of two days.

#### 4.6.4 *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.

### **4.7 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 alternative 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 effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed

terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

#### 4.8.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in 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 (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.8.3, '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 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 4.8.13(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 Revised classification structures**

The parties to this Award are committed to revising the existing classifications to create an Industry compatible and career orientated Grading Structure that implements broadbanding based on the requirements of the amenities horticulture industry.

As such the parties:

5.1.1 Will finalise an agreed new career orientated Grading Structure and associated definitions, and in doing so shall:

- (a) establish participative mechanisms for the Trialling of the new Grade Structure that will incorporate a monitoring and review of the trial;
- (b) agree upon the criteria and mechanisms for determining movement between levels within the new career orientated Grade Structure;
- (c) accept in principle that the descriptions of job functions within a new Structure will be more broadly and amenities horticulture industry based and generic.
- (d) will co-operate in the transition from the existing classifications to the proposed new Structure to ensure that the transition takes place in an orderly manner without creating false expectations or disputation.
- (e) affirm that wage increases arising from broadbanding and adjustment of minimum rates are subject to absorption into existing overaward payments.
- (f) recognise that in order to increase the efficiency, productivity and international competitiveness of the amenities horticulture industry, a greater commitment to training and skill development is required.

### **5.2 Wage rates**

5.2.1 The minimum rates of wages payable to employees covered by this Award in the Southern Division Eastern District shall be:

Classification	Award Rate Per Week \$
Employees engaged in the manufacture of floral bouquets, emblems and wreaths composed of real flowers	621.40
All other employees not elsewhere classified	611.20

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.

### 5.2.2 Juniors

	Percentage of Minimum Adult Rate %
Under 16 years of age	45
16 and under 17 years of age	50
17 and under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	75
20 and under 21 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 10 cents multiple.

5.2.3 Employees engaged solely in the manufacture of floral bouquets, emblems and wreaths composed of real flowers and made for weddings or funerals, shall be paid at the rate of wages prescribed for shop assistants employed under the Retail Industry (Interim) Award - State.

### 5.2.4 Divisional and district allowances

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

	Adults Per Week \$
Northern Division, Eastern District	1.05
Northern Division, Western District	2.20
Mackay Division	.90
Southern Division, Western District	1.05

These amounts are payable for all purposes of this Award.

## 5.3 Allowances

### 5.3.1 First-aid allowance

A qualified employee appointed by the employer to perform first-aid duty shall be paid \$12.40 per week in addition to their ordinary rate.

## 5.4 Payment of wages

5.4.1 Payment of wages shall be made weekly in the employer's time.

5.4.2 Where practicable, wages may be paid by electronic funds transfer into an employee's nominated bank or building society account or paid by cheque.

## **5.5 Superannuation**

The Superannuation provisions of this Award shall be determined in accordance with the relevant Commonwealth legislation for occupational superannuation funds and complying with the operating standards as prescribed by Regulations made under the relevant legislation.

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

### **6.1 Hours of work**

#### *6.1.1 Day workers:*

- (a) Subject to clause 6.1.3 (Working of a 38 hour week) and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:
  - (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 shall be worked between the hours of 7.00 a.m. and 7.00 p.m., Monday to Friday and between 7.00 a.m. and 5.00 p.m. on Saturday and may be worked on any 5 consecutive days in the week, Monday to Saturday inclusive, subject to the following:
  - (i) Ordinary hours worked on a Saturday shall be paid at the appropriate weekend penalty rate as specified in clause 6.5 (Weekend work).
  - (ii) Any arrangement of hours which includes a Saturday as ordinary hours shall be subject to agreement between the employer and the employee concerned.
- (c) The ordinary starting and ceasing times of various groups of employees or individual employees, may be staggered provided that there is agreement between the employer and the employee directly affected.
- (d) The ordinary hours of work prescribed herein shall 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 shall be subject to the agreement of the employer and the employee concerned.

#### *6.1.2 Facilitative provisions procedure*

The procedure for employers and employees to implement the facilitative provisions under clause 6.1 shall be in accordance with the following guidelines:

- (a) Facilitative provisions such as: hours of work - day/shift, meal breaks, staggered starting and finishing times, and 10 ordinary hours, can be negotiated between management and the employees who are directly affected by such proposals.

Employees may be represented by their local Union delegate/s and shall have the right to be represented by their local Union official/s.
- (b) Facilitative provisions can only be implemented by agreement.
- (c) Facilitative provisions cannot be imposed by employers onto employees or vice versa.
- (d) Agreement is defined as obtaining consent of greater than 50% of employees directly affected.
- (e) All employees directly affected must be consulted as a group regarding the proposal, before any agreement can be reached.
- (f) Any agreement reached must be documented and must incorporate a review period. A copy of the agreement must be forwarded to the relevant Union delegate/s and state official/s.

### 6.1.3 Working of a 38 hour week

- (a) The 38 hour week shall be worked on one of the following bases, most suitable to the particular business, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:
  - (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 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 the provisions of clause 6.1.1(d) 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) Notwithstanding 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 employee concerned may agree to accrue up to a maximum of 6 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date of which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- (d) Different methods of working of a 38 hour week may apply to individual employees, groups or sections of employees in the business concerned.

### 6.1.4 Procedures for enterprise level discussions

- (a) The employer and all employees concerned in each establishment shall consult over the most appropriate means of implementing and working a 38 hour week.
- (b) The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.1.
- (c) The outcome of such consultation shall 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 relevant employee or employer organisation.
- (e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.
- (f) After working the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered from time to time following negotiation between the employer and employees concerned, utilising the provisions of clause 6.1.

## 6.2 Meal breaks

The time allowed for a meal shall not be less than one-half hour and not more than one hour and shall be taken between the third and sixth hours after commencing work.

## 6.3 Rest pauses

- 6.3.1 A rest period of 10 minutes' duration in the employer's time both morning and afternoon shall be allowed each employee covered by this Award.
- 6.3.2 A rest pause of 20 minutes' duration in the employer's time in the morning may be allowed each employee in lieu of clause 6.3.1 of a rest period of 10 minutes' duration in the employer's time in both the morning and the afternoon.

Where one rest period of 20 minutes' duration in the morning is implemented, the employer shall notify such an arrangement to the Branch Secretary of the Union and/or to the Executive Officer of the Nursery & Garden Industry Queensland Industrial Union of Employers.

- 6.3.4 Where the employer notifies the Nursery & Garden Industry Queensland Industrial Union of Employers, then that Association will advise the Union accordingly.

## **6.4 Overtime**

- 6.4.1 All time worked outside the ordinary starting and ceasing times as prescribed by a roster established pursuant to clause 6.1 (Hours), on any one day, shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.
- 6.4.2 All work done on Sundays shall be deemed overtime and paid for at the rate of double time; with a minimum of 3 hours work or payment therefor.
- 6.4.3 All work done during the recognised meal period shall be paid for at the rate of double time, such payment to continue until a meal period has commenced. Such meal period shall be of the usual duration for ordinary hours of work prescribed by clause 6.1 of this Award.
- 6.4.4 Where an employee is called upon to work overtime for more than 2 hours after the ordinary ceasing time without notice on the previous day of the intention to work overtime, they shall be paid by the employer the sum of \$12.10 as meal money.
- 6.4.5 Where an employee has been provided with customary meals because of receipt of notice to work overtime, in the event of the work not being done or ceasing before the respective meal time they shall be entitled to an allowance of \$12.10 for each meal so provided.

## **6.5 Weekend work**

### *6.5.1 Ordinary hours worked on a Saturday*

Payment at the rate of time and a-quarter shall be made to all employees, for work performed within the ordinary spread of 38 hours which may be required to be performed on a Saturday:

Provided that casuals who perform work on a Saturday shall be paid time and a-quarter in place of the penalty provided for in clause 4.3.2.

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

### **7.1 Annual leave**

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

- (a) Not less than 190 hours if employed on shift work where 3 shifts per day are worked over a period of 7 days per week;
- (b) Not less than 152 hours in any other case.

For the purposes of clause 7.1 "year of employment" shall mean and include any year of employment completed on or after 3 December 1973.

### *7.1.2 Leave debits*

Leave debits on and after 4 September 1995, will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

### *7.1.3 Rostered days off arising from the working of a the 38 hour week*

An employee shall not derive any additional benefit for rostered days off falling within a period of annual leave.

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

7.1.5 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 forthwith pay to the employee in addition to all other amounts due to them pay, their pay calculated in

accordance with clause 7.1.7, for 152 hours or 190 hours as the case may be and also their ordinary pay for any public holiday occurring during such period of 152 hours or 190 hours.

7.1.6 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of their pay for the period of their employment, in the case of a shift worker, and 1/12th of their pay for the period of their employment in the case of a day worker, calculated accordance with clause 7.1.7.

#### 7.1.7 *Calculation of annual leave pay*

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

- (a) Shift workers - Subject to clause 7.1.7(c) the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) Leading hands etc. - Subject to clause 7.1.7(c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to clause 7.1.7(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
  - (i) the employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);
  - (ii) leading hand allowance or amounts of a like nature;
  - (iii) a further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.7(c)(i) and 7.1.7(c)(ii).
- (d) Clause 7.1.7(c) does not apply to:
  - (i) any period or periods of annual leave exceeding:
    - 190 hours in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
    - 152 hours in any other case;
  - (ii) Employers (and their employees) who are already paying (or receiving) 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 and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the number of hours that 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.
- (f) Part-time employees accrue sick leave on a proportional basis.

### 7.2.2 *Employee must give notice.*

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

### 7.2.3 Evidence supporting a claim.

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence to the employer's satisfaction, 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; or
- (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.
- (d) The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

### 7.2.5 Workers' compensation

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

## 7.3 Bereavement leave

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

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

### 7.3.2 Long-term casual employees

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

### 7.3.3 "Immediate family" includes:

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

7.3.4 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 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 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 them at one and a-half times the ordinary rate 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 *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 a-half*

For the purposes of clause 7.6, where the rate of wages is a full-time rate "double time and a-half" shall mean one and one-half day's wages in addition to the prescribed full-time rate, or *pro rata* if there is more or less than a day.

All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by the Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

### *7.6.5 Stand down*

Any and every employee who, having been dismissed or stood down by their employer during the month of December in any year, shall be re-employed by that employer at any time before the end of the month of January in the next succeeding year shall, if that employee shall have been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down be entitled to be paid and shall be paid by their employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the first day of January, occurring during the period on and from the date of their dismissal or standing down to and including the date of their re-employment as aforesaid.

### *7.6.6 Substitution*

Where there is agreement between the employee concerned and the employer, 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 days, the employee shall be paid the rate applicable for the holidays that have 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 The Parties to this Award acknowledge that varying degrees of training are provided to employees in the amenities horticulture industry via both internal on-the-job training and also through external training facilities. To this end, the Parties through consultation at all levels shall develop a training program consistent with:

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

Accordingly, the parties commit themselves to:

- (d) developing a more highly skilled and flexible workforce;
- (e) providing employees with career opportunities through appropriate training to acquire additional skills;
- (f) developing co-ordinated training programs designed to cater for the new broadband Grading Structure with career-path advancement; and
- (g) removing barriers to the utilisation of skills acquired.

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

### **10.1 Amenities**

#### *10.1.1 Change rooms*

Change rooms, which shall be of an adequate and satisfactory standard, shall be supplied for the use of employees. Such change rooms shall be provided with pegs or hangers or lockers and seating accommodation, and shall have provision for both ventilation and light.

#### 10.1.2 *Sanitary accommodation*

Sufficient sanitary accommodation, properly equipped as to lighting and conveniently situated for the employees, shall be provided by the employer. The employer shall also provide sufficient and proper material to keep all sanitary conveniences innocuous.

#### 10.1.3 *Rooms to be kept clean*

All change rooms, dining room, sanitary conveniences, and wash basins shall be kept clean by the employer.

#### 10.1.4 *Seats provided with backs*

Where it is necessary for employees to sit at their work every seat shall be provided with a back support, except where the work cannot be conveniently performed with back supports.

#### 10.1.5 *Drinking water*

A sufficient and continued supply of fresh drinking water shall be provided, filtered and purified or sterilised, and free and accessible to all employees, and provision shall be made to supply hot water at meal times and rest periods.

### **10.2 Clothing, equipment and tools**

10.2.1 If required by the employer uniforms and aprons of good quality shall be provided free of charge to all employees.

10.2.2 Scissors, wire snips, and other tools of trade shall be supplied originally to employees free of charge and shall remain the property of the employer. Such tools of trade shall be replaced by the employer if the employee produces evidence that they have been worn out.

### **10.3 First aid**

A first-aid kit enclosed in a suitable receptacle at all times readily available for the use of employees shall be provided and kept in a central position at each works.

### **10.4 Occupational health and safety**

Where employees are injured seriously or fall seriously ill at their work, the employer shall provide means of getting them to the nearest hospital or pay expenses of transmission to hospital.

## **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 full-time, 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 Posting of award**

A copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the employer.

### **11.4 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.

#### *11.4.1 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.

#### *11.4.2 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.

#### *11.4.3 Deduction of union fees*

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

Dated 8 April 2003.

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

Operative Date: 2 June 2003