

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**FOREST RESOURCES - BORAL HANCOCK PLYWOOD ENTERPRISE AWARD - STATE 2005**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Forest Resources - Boral Hancock Plywood Enterprise Award - State 2005 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Forest Resources - Boral Hancock Plywood Enterprise Award - State 2005 as at 1 January 2011.

Dated 1 March 2011.

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

**FOREST RESOURCES - BORAL HANCOCK PLYWOOD ENTERPRISE AWARD - STATE 2005**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Forest Resources - Boral Hancock Plywood Enterprise Award - State 2005.

**1.2 Arrangement**

Subject Matter Clause No.

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**1.3 Date of operation**

This Award takes effect from 6 June 2005.

**1.4 Award coverage**

- 1.4.1 This Award applies to Allen Taylor and Company Ltd t/a Boral Hancock Plywood and those employees of the said employer who are engaged in or in connection with the manufacture of panel products.
- 1.4.2 This Award does not apply to work ordinarily covered by this Award when performed by supervisory staff during emergencies, shortages of labour, machinery adjustments and/or the training of agreement employees.

**1.5 Definitions**

- 1.5.1 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.5.2 "Centre Feeder" means an employee who has a basic working knowledge of veneer grade, correct veneer moisture content, and veneer temperature range for plywood manufacture. To be able to work in a team co-ordinating veneer layup for plywood assembly.
- 1.5.3 "Centre Layer" means an employee responsible for the correct laying and positioning of veneers in the plywood glueing process. Such employee may be required to supervise the work of other personnel in the plywood glueing section.
- 1.5.4 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.5 "Continuous Shift" means work carried on with consecutive shifts of persons throughout the 24 hours of each of at least 7 consecutive days without interruptions except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- 1.5.6 "Cover Turner" means an employee engaged in the placing of veneers in the gluing process of plywood manufacture as directed by the centre layer.
- 1.5.7 "Cut-to-size Saw Operator" means an employee who is in charge of and responsible for setting up and adjusting the cut-to-size and who saws veneer and/or plywood.
- 1.5.8 "Day Shift" means any shift finishing after midday and at or before 6.00 p.m.
- 1.5.9 "Debarker" means an employee who sets up and operates a mechanical debarker to remove bark from logs.
- 1.5.10 "Drier Operator" means an employee who operates a mechanical drier and is responsible for the drying of veneers to the correct moisture level and temperature. Such employee may be required to supervise the work of other personnel working in the drying section.
- 1.5.11 "E.F.A. Operator" means an employee who is in charge of, and responsible for cutting and applying glue to random size veneers. Such employee will also be required to mix glue according to the formula required.
- 1.5.12 "FL 7 Operator" means an employee who is in charge of, and responsible for setting up and adjusting cross feed splicers and who joins veneer.
- 1.5.13 "Glue Mixer" means an employee who is responsible for the mixing of glue for use in the manufacture of plywood according to the formula required.
- 1.5.14 "Green Veneer Stacker" means an employee who controls mechanical stacking of green veneer and removal of loads from stacking station.
- 1.5.15 "Hot Press Operator" means an employee who operates the hot press and is responsible for maintaining correct temperatures, pressures and pressing times of plywood manufactured in this press, and who may be required to supervise the work of other employees in or about the hot press.
- 1.5.16 "Knife Grinder/Saw Sharpener" means an employee setting up and working a grinding machine for the purpose of grinding knives and cutters and who sharpens saws, knives and cutters for the use in peeling rotary veneer, cutting and trimming veneer and plywood and log flaking.
- 1.5.17 "Lathe Operator" means an employee who sets up and operates the rotary lathe or veneer slicing machine, and who does not sharpen or set knives but who cleans and primes knives when required.
- 1.5.18 "Leading Hand" means an employee who, while working, has charge or control of any adult person or persons not apprentices, and who has been appointed by the employer to take such charge or control. This definition does not mean or include other specified "in charge" classifications.
- 1.5.19 "Log Deck Saw Operator" means an employee who controls and operates a log power saw; including chain saws for the purpose of cutting logs or flitches into lengths.
- 1.5.20 "Log Loader" means an employee who operates front end loader to unload log trucks and maintain log flow through log yard.
- 1.5.21 "Mill Hand" means an employee engaged to assist a machine operator in machine operation or processes.
- 1.5.22 "Overlay Operator" means an employee who has understanding of preparation requirements for prepressed panels prior to overlaying and hot pressing. To be able to repair panels and fill open defects with putty correctly using a putty knife to meet these requirements. To correctly assemble the panel and overlay composite on a tray

prior to hot pressing.

- 1.5.23 "Packer" means an employee who directed by storeperson, picks and prepares orders for dispatch and who may also accept and store plywood on delivery from the production section.
- 1.5.24 "Plywood Grader" means an employee grading and branding plywood sheets according to the required standards.
- 1.5.25 "Pre-assembly" means an employee who is responsible for the assembling of face and core veneers into designated pack sizes for the plywood glueing process. Such employee will be required to identify all sizes, thickness, species and grades of veneer used in plywood production.
- 1.5.26 "Putty Station Operator" means an employee who has understanding and working knowledge of plywood grades. To be able to repair when necessary and grade plywood sheets prior to sanding and be able to fill open defects correctly with putty using a putty knife.
- 1.5.27 "Quality Assurance Officer" means an employee who monitors independently, quality levels throughout the Mill. The employee must highlight "out of control" situations, assist in rectifying quality related problems and assist in the training of employees in correct quality procedures.
- 1.5.28 "Salvage Clipper Operator" means an employee who is in charge of and responsible for setting up and adjusting the clipper and who clips veneer and/or plywood.
- 1.5.29 "Sander/T & G Operator" means an employee who sets up, adjusts and processes plywood through any automatic sanding machine.
- 1.5.30 "Sander Operator" - See Sander T & G.
- 1.5.31 "Saw Doctor" means an employee who may be required to manufacture from blank ribbon steel band saws of varying widths, and who punches teeth, grinds teeth, gauges and sets, hard tips teeth, tensions and levels circular saws, grinds, sharpens and sets circular saws, maintains chain saw chains, hand saws and frame saws and who when required, is responsible for the training of other employees.
- 1.5.32 "Scarfing Operator" means an employee who is in charge of and responsible for adjusting the scarfing machine and scarfs veneer and/or plywood.
- 1.5.33 "Shift Work" means work done by separate relays of employees working recognised hours preceding, during or following the ordinary working hours.
- 1.5.34 "Storeperson" means an employee principally engaged in the reception or delivery or storing or packing of any goods, including necessary documentation incidental thereto.
- 1.5.35 "Treatment Tank Operator" means an employee who is able to follow a schedule involving preparation of basic solutions and operating valves which control solution flow and air flow, unsupervised.
- 1.5.36 "Trim Saw Operator" means an employee who is in charge of and responsible for the setting up and adjusting trim saws, and who is sawing veneer and/or plywood.
- 1.5.37 "Union" means The Australian Workers' Union of Employees, Queensland.
- 1.5.38 "Veneer Grader" means an employee grading veneers according to required standards. The term grading shall not include sorting and/or classifying prior to final grading.
- 1.5.39 "Veneer Marshalling" means an employee who is responsible for the transfer of veneer from storage to production areas. Such employee may also be required to receive stock into the store, have basic computer, data entry knowledge and be able to operate an electric pallet truck.
- 1.5.40 "Veneer Saw Operator" means an employee who operates a veneer band saw for the purpose of cutting veneer to be used in plywood manufacture.

## **1.6 Area of operation**

- 1.6.1 This Award applies to all Allen Taylor and Company Ltd t/a Boral Hancock Plywood throughout the State of Queensland.

## **1.7 Parties bound**

This Award is legally binding on the employer(s) and employees as prescribed by clause 1.4, 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 competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.

### **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 covered by this Award shall be advised in writing of their employment category upon appointment. Employment categories are:

- (a) Full-time;
- (b) Casual (as prescribed in clause 4.4).

### **4.2 Contract of employment**

4.2.1 The employer shall indicate to an employee at the time of engagement whether such engagement is on full-time, part-time or casual basis. Full-time and part-time employees are employed by the week, provided that the first 3 months of employment shall be a probationary period and engagement during the first 2 weeks thereof shall be from day to day.

4.2.2 Subject to the provisions of clauses 4.2.1 and 4.2.3 the employment of weekly and part-time employees may be terminated by giving 2 days' notice or in lieu thereof, 2 days' wages shall be paid or forfeited:

Provided that in the case of drunkenness, misconduct, willful disobedience or insubordination employment may be instantly terminated in which case the employee shall be paid the actual wages earned up to the time of dismissal.

4.2.3 Upon completion of the probationary period it shall be incumbent on the employer to advise the employee that the employment position is confirmed or that in accordance with the probationary provisions the contract of employment has been concluded.

4.2.4 Failure by the employer to act in accordance with the provisions of clause 4.2.4 shall be construed as confirming the employee's contract of employment and following which any termination of employment will be in accordance with the provisions of clause 4.2.2 or where appropriate, the provision of clause 4.2.3.

4.2.5 (a) The employer may direct an employee to carry out duties that are 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 de-skilling.

(b) 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.

(c) Any direction issued by the employer pursuant to the provisions of clause 4.2.5 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **4.3 Full-time employment**

"Full-time employee" means a person who is engaged to work on a full-time basis.

### **4.4 Casual employment**

4.4.1 Casual employees shall be provided with a minimum of 2 hours work per engagement.

4.4.2 Except as hereinafter provided, the hourly rate for casual employees shall be calculated at 1/38th of the appropriate weekly wage plus a loading of 23%.

4.4.3 Casual employees who work a minimum of 4 consecutive hours but less than 8 consecutive hours on any one day shall be entitled to a rest pause of 10 minutes' duration. Casual employees who are required to work a minimum of 7 hours 36 minutes excluding meal break shall be entitled to a rest pause of 10 minutes' duration in the first and second half of such period. Rest pauses as abovementioned shall be taken in the employer's time. Rest pauses shall be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity in the opinion of the employer is warranted.

4.4.4 Casual employees shall not be required to work longer than 5 hours without a meal break which shall be of not less than 30 minutes' duration and which shall not be regarded as time worked.

#### **4.5 Anti-discrimination**

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

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

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

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

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

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

#### **4.6 Termination of employment**

4.6.1 *Termination by the employer*

(a) In order to terminate the employment of an employee the employer shall give the following notice:

Period of Continuous Service	Period of Notice
not more than one year	1 week
more than one 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 clause 4.6.1(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years continuous service, 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) The period of notice in clause 4.6.1 shall not apply to casual employees nor in the case of dismissal for misconduct (including dishonesty, intoxication or wilful disobedience) or other grounds that justify instant dismissal.

4.6.2 *Notice of termination by employee*

(a) 2 days' notice of termination is required to be given by the employee to the employer.

(b) 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 ordinary time rate for the period of notice.

4.6.3 *Casual employees*

No notice is required to be given by the employer or the employee to terminate the hourly contract of employment of a casual employee.

## **4.7 Introduction of changes**

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

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

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

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

- (a) The employer shall consult the employees affected and, where relevant, their union or unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.7.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

## **4.8 Redundancy**

### *4.8.1 Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their union or unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.8.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

### *4.8.2 Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.8.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.6.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:



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

#### 4.8.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (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 4.6.1(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 transmitter; and
- (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

(b) The Commission may amend clause 4.8.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.8.14 *Incapacity to pay*

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

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

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

## PART 5 - WAGES AND WAGE RELATED MATTERS

### 5.1 **Definitions of classifications**

5.1.1 For the purpose of translating existing wage classifications into the new grading structure, each level of remuneration shall be defined as follows:

- (a) Level 1 - Salvage Clipper Operator, cleaner, Veneer Saw Operator, trim saw assistant, acosta assistant, Packer, Veneer Marshalling, drier assistant-in feed, Cover Turner, Mill Hand.
- (b) Level 2 - Putty Station Operator, Log Deck Saw Operator, Scarfer Operator, sander/t & g assistant, Centre Feeder, Overlay Operator, Green Veneer Stacker, scarfing press assistant.
- (c) Level 3 - Scarfing press operator, Plywood Grader, Veneer Grader, drier assistant-grade, FI-7 Operator, Glue Mixer, Pre-assembly, EFA Operator, Log Loader, truck driver, Debarker Operator, Treatment Tank Operator, mobile materials handling equipment operator.
- (d) Level 4 - Purchasing officer, Lathe Operator, Drier Operator, Sander/T & G Operator, Knife Grinder, Centre Layer, acosta operator, Trim Saw Operator, Sander Operator, Hot Press Operator, computer operator, Quality Assurance Officer, Storeperson.
- (e) Level 5 - Saw Doctor, Leading Hand.

### 5.2 **Wage rates**

5.2.1 The minimum rates of wages to be paid to the undermentioned classes of employees shall be as follows:

	Rate of pay per week \$
Level 1	632.80
Level 2	642.80
Level 3	657.80
Level 4	689.80
Level 5	727.80

Note 1: 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.

### **5.3 Payment of wages**

5.3.1 By agreement between the employer and the employees wages may be paid either weekly or fortnightly and at the discretion of the employer by one of the following means:

(a) cash;.

(b) cheque; and

(c) payment directly by electronic funds transfer into an employee's nominated bank account, credit union or building society account without cost to the employee, provided further that, where EFT is used, an employee's wages must be available to the employee prior to normal ceasing time on the employee's recognised pay day.

5.3.2 In the case of dismissal of an employee or of an employee leaving the service of the employer, after the prescribed notice has been given, the employee shall be paid all wages due in accordance with the Act.

### **5.4 Allowances**

#### *5.4.1 First aid allowance*

Any qualified employee appointed by the employer to perform first aid duty shall be paid \$10.00 per week in addition to their ordinary rate of pay.

#### *5.4.2 Shift allowance*

All afternoon and night shift workers shall be paid shift allowance of 15% in addition to the rates prescribed for the particular class of work performed

Note: Clause 5.4.2 has been inserted as a result of an application to make this Award arising from the decision of the Full Bench of the Commission on 30 June 2004 (and published at (2004) 176 QGIG 479) to move to declare Industrial Agreements obsolete. Given the origin of clause 5.4.2 the provisions contained within it are not to be used as a precedent for any other matter whatsoever.

### **5.5 Occupational superannuation**

#### *5.5.1 Application*

In addition to the rates of pay prescribed by this Award, eligible employees, as defined herein, shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.5.

#### *5.5.2 Contributions*

(a) Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in clause 5.5. Each such payment of contributions shall be rounded off to the nearest 10 cents:

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

(b) Regular payment - The employer shall pay such contributions to the credit of each such employee at least once each calendar month or in accordance with the requirements of the approved fund Trust Deed.

(c) Minimum level of earnings - The employer shall not be required to pay superannuation contributions on behalf of any eligible employee whether full-time, part-time, casual, adult or junior 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, public holidays, sick leave and bereavement leave, but the employer shall not be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.

(e) Other contributions - Nothing in clause 5.5.2 shall preclude an employee from making contributions to a fund in accordance with the provisions thereof.

(f) Cessation of contributions - The 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 herein.

### 5.5.3 Definitions

- (a) "Approved fund" means a fund approved for the purposes of this Award by the Commission as one to which occupational superannuation contributions may be made by the employer on behalf of an employee, as required by this Award. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" means any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.5.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund as defined in the *Occupational Superannuation Standards Act 1987* and satisfying the superannuation fund conditions in relation to a year of income, as specified in that Act and complying with the operating standards as prescribed by Regulations made under that 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" means the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading and in-charge or supervisory allowances where applicable. The term includes any overaward payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

### 5.5.4 Approved funds

For the purposes of this Award an Approved Fund shall be:

- (a) Australian Primary Superannuation Fund (as AHTIS is now known);
- (b) Sunsuper;
- (c) Boral Superannuation Fund;
- (d) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in an award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (e) Any named fund as is agreed between the employer and the Union.

### 5.5.5 Challenge of a fund

An employee being a member or a potential member of a Fund, as well as the Union, may by notification of a dispute challenge a fund on the grounds that it does not meet the requirements of clause 5.5.

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

### **6.1 Hours of work**

6.1.1 The ordinary working hours for employees, other than part-time and casual employees shall not exceed an average of 38 hours per week within work cycles based on the following:

- (a) 38 hours in one week;
- (b) 76 hours in 2 weeks;
- (c) 114 hours in 3 weeks;
- (d) 152 hours in 4 weeks;
- (e) 190 hours in 5 weeks.

Provided that the ordinary hours on any one day shall not exceed 10 hours.

- 6.1.2 Daily working hours shall be worked continuously except for meal breaks between the hours of 6.00 a.m. and 6.00 p.m. on not more than 5 days in any one week, Monday to Sunday inclusive, provided that the preceding spread of ordinary hours may be altered by agreement between the employer and a majority of employees affected (to be revised on an annual basis):

Provided that each employee shall have 2 consecutive days off each week during each work cycle prescribed in clause 6.1.1 unless otherwise mutually agreed between the employer and employee.

- 6.1.3 All time worked in excess of the ordinary hours prescribed in clause 6.1.1 shall be overtime and shall be paid in accordance with the provisions of clause 6.2:

Provided that by agreement between the employer and an employee, ordinary time worked within the ordinary hours prescribed by clause 6.1.1 may be banked and taken at time agreed between the employer and employee involved. It is the intention of the parties to this Award that the banking of time is to apply to ordinary hours and not to the banking of time in lieu of overtime.

- 6.1.4 An employee required to work during the taking of banked time off as prescribed by clause 6.1.8 shall be paid in accordance with the overtime entitlement for work performed outside ordinary working hours as prescribed by clause 6.2.3.

- 6.1.5 The employer with the agreement of a majority of employees or of an employee concerned may substitute the day employees or an employee is to take off during a work cycle for another day in the case of a breakdown in machinery or failure or shortage of electric power or for some other emergency over which the employer has no control.

- 6.1.6 An individual employee with the agreement of the employer may substitute the day to be taken off during the work cycle or scheduled rostered days off for another day.

- 6.1.7 Where in the arrangement of ordinary working hours employees have an entitlement to rostered days off a majority of such employees may agree with the employer to accrue the days off to enable them to be taken in one or more installments throughout the year:

Provided that where the arrangement of ordinary hours of work provides for the banking of ordinary hours, the employer and the majority of employees concerned may agree to accrue up to a maximum of 5 days off. Where such agreement has been reached, the banked time off shall be taken within 12 months of the date on which the banked time was accrued.

- 6.1.8 Where it is agreed between the employer, the Union, and the majority of employees at the plant or work sections or sections concerned, ordinary hours performed on a Saturday shall be paid for at time and a-half and double time on Sunday.

- 6.1.9 In circumstances where the employer desires to introduce ordinary daily or shift working hours for employees in excess of 10 hours per day or shift, such hours shall not be introduced until an agreement has been reached with the Branch Secretary of the Union. Such agreement shall not be unreasonably withheld.

- 6.1.10 Where an employee's ordinary starting and finishing times vary from work cycle to work cycle, a roster showing starting and ceasing times for the ordinary hours of duty for each employee shall be prepared by the employer and shall be posted in a conspicuous place or places readily accessible to employees.

- 6.1.11 Except in the case of an emergency, 48 hours' notice shall be given prior to the change of a rostered shift. In relation to day workers the roster shall be alterable by mutual consent at any time or by amendment of the roster on 7 days' notice.

- 6.1.12 Subject to the approval of an employer or its representative it shall be competent for cross mates working shift work to mutually arrange to change shifts temporarily. Shifts so changed shall be paid for at the rates applicable to the originally rostered shifts.

- 6.1.13 Where in the arrangement of the ordinary hours of work an employee has an entitlement to a rostered day off during the employee's current work cycle, the employee shall be notified by the employer on a notice board accessible to all employees.

- 6.1.14 In the event of an employee's rostered day off falling on a public holiday, the employer and the employee may agree to an alternative day off duty in substitution thereof. In the absence of agreement as aforesaid the substituted day shall be referred to the consultative committee for resolution.

## **6.2 Overtime**

- 6.2.1 An employer may require an employee to work reasonable overtime and for the purpose of clause 6.2 reasonable overtime shall mean a maximum of 10 hours per week.
- 6.2.2 All time worked in excess of the daily maximum prescription or outside the spread of ordinary hours shall be regarded as overtime and shall be paid for (other than for shift work) at time and a-half for the first 3 hours and double time thereafter for each engagement.
- 6.2.3 Shift workers required to work overtime shall be paid at the rate of double time.
- 6.2.4 All overtime required to be worked on Sunday shall be paid for at the rate of double time with a minimum of 3 hours work or payment therefore.
- 6.2.5 Where an employee is required to work for more than 2 hours before ordinary starting time or continue working for more than 2 hours after normal ceasing time, such employee shall be allowed, after the expiration of the said 2 hours, 30 minutes at ordinary rates for the purpose of having a meal. At the expiration of every consecutive 4 hours overtime worked thereafter, the employee shall be allowed 30 minutes at ordinary rates for the purpose of having a meal.
- 6.2.6 Where an employee is required to work during the employee's meal break, such employee shall be paid at double time. Such payment shall continue until the employee receives a break for a meal or until completion of work for the day, whichever is the sooner.
- 6.2.7 The employer shall where practicable give 2 hours' notice before the ceasing time, of intention to work overtime and shall specify the number of hours required by each employee.
- 6.2.8 An employee recalled to work overtime after the cessation of work for that day shall be paid a minimum of 4 hours at the appropriate overtime rate:

Provided that clause 6.2.8 shall not apply in the circumstances where it is customary for an employee to return to the employer's premises to perform a specific duty or job outside of ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

- 6.2.9 An employee who works so much overtime between the termination of the ordinary work on one day and the commencement of ordinary work on the next day that such employee has not had at least 10 consecutive hours off duty between those times shall, subject to clause 6.2.9 be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes, or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until released from duty for such period and shall then be entitled to be absent until such employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that, where an employee is re-called to work after the ordinary ceasing time, overtime worked in such circumstances shall not be regarded as overtime for the purposes of clause 6.2.9 where the actual time worked is less than 2 hours on such re-call or on each of such re-calls. The provisions of clause 6.2.9 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

- (a) for the purpose of changing shift rosters;
- (b) where a shift worker does not report for duty; or
- (c) where a shift is worked by arrangement between the employees themselves.

Provided further that clause 6.2.9 shall also not apply in the event of fire, flood, tempest or similar circumstances which may arise beyond the control of the employer.

### **6.3 Meal break**

- 6.3.1 When an employee is required to work for more than 5 hours continuously the employee shall be allowed an unpaid meal break of one-half hour by mutual agreement but no more than one hour:

Provided that the 10 minutes rest pause prescribed in clause 6.4 may be combined with the meal break and divided to allow for 3 approximately equal working periods.

- 6.3.2 An employee required to continue duty for more than 2 hours after normal finishing time and who can not reasonably be expected to go to the employee's home or lodging for a meal shall, in addition to any payment for

overtime to which the employee is entitled under this Award be paid \$12.10 meal allowance.

#### **6.4 Rest pauses**

6.4.1 Every employee covered by this Award shall be entitled to a rest pause comprising 2 of 10 minutes' duration or one of 20 minutes duration in the employer's time. Such rest pause shall be taken at such times as will not interfere with continuity of work:

Provided always that where there is agreement between the employees and the employer the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break as provided in clause 6.3.1 or the crib time provided in clause 6.5.3 arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods.

#### **6.5 Shift work**

6.5.1 Shifts may be worked to whatever extent is necessary to cope with the work and other than in the case of continuous shift, may be worked on a one, 2 or 3 shift system. Shift work may not be introduced on any work for less than 5 consecutive days.

(a) Afternoon shift - means any shift finishing after 6.00 p.m. and at or before midnight.

(b) Night shift - means any shift finishing after midnight and at or before 8.00 a.m.

6.5.2 The ordinary hours for shift workers shall not exceed an average of 38 hours per week. Such hours shall be accordance with the provisions of clause 6.1.1.

6.5.3 A shift employee shall be allowed a crib time of 30 minutes. The crib shall be taken at a time considered suitable by the employer and shall be counted as time worked.

6.5.4 All overtime work performed by shift work employees shall be paid at the rate of double time.

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

#### **7.1 Annual leave**

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

(a) Not less than 5 weeks if employed on shift work where three shifts per day are worked over a period of 7 days per week;

(b) Not less than 4 weeks in any other case.

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 7.1.7) 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.

7.1.3 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 forthwith pay to the employee, in addition to all other amounts due, payment calculated in accordance with clause 7.1.7, for 4 or 5 weeks as the case may be and also payment of ordinary hours for any public holiday occurring during such period of 4 or 5 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 1/9th of the total ordinary pay for the period of such employment if an employee to whom clause 7.1.1(a) applies and 1/12th of the total ordinary pay for the period of such employment if an employee to whom clause 7.1.1(b) applies, calculated in accordance with clause 7.1.7.

7.1.5 Where an employer closes down the plant for the purpose of overhaul, and/or allowing annual leave to be taken and there are persons who have not qualified for the full period of 4 or 5 weeks annual leave as the case may be, the employer may in respect of such persons:



- (a) pay to such employees (who have not qualified for 4 weeks annual leave) an amount equivalent to 1/12th of one week's wage for each week of service, plus a further amount equal to 17.5% of such calculation calculated in accordance with clause 7.1.7, and to those employees who have not qualified for 5 weeks annual leave, an amount equal 1/9th of one week's wage for each week of service plus a further amount equal to 17.5% of such calculation calculated in accordance with clause 7.1.7, and stand them off during the balance of the close-down without pay:

Provided that all time during which an employee is stood down without pay for the purpose of clause 7.1.5 shall be deemed to be time of service in the next 12 monthly qualifying period; or

- (b) allow such employee to take the full 4 or 5 weeks annual leave, and in which case no further annual leave shall commence to accrue until after the expiration of the full period which would have qualified such employees for such 4 or 5 weeks annual leave.

7.1.6 If any holidays mentioned in clause 7.6 shall occur during the annual leave then the period of annual leave shall be extended by one day for each holiday so occurring. Except as hereinbefore provided, it shall not be lawful for the employer to give or for the employee to receive payment in lieu of annual leave.

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

In respect of 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) All employees - Subject to clause 7.1.7(c), 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) a further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.7(b)(i).

(c) Clause 7.1.7(b) shall not apply to the following:

- (i) Any period or periods of annual leave exceeding:
  - (A) 5 weeks 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
  - (B) 4 weeks in any other case.
- (ii) Employers (and the employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.8 An employee may request and, with the consent of the employer, take short-term annual leave, not exceeding 4 days in any calendar year, at a time or times separate from any of the periods determined in accordance with clause 7.1.1.

7.1.9 At least 14 days' notice shall be given to an employee as to when the employee is to commence their leave.

## 7.2 **Sick leave**

### 7.2.1 *Entitlement*

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

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

- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.

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

#### 7.2.2 *Employee must give notice*

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

#### 7.2.3 *Evidence supporting a claim*

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

#### 7.2.4 *Accumulated sick leave*

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

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

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

#### 7.2.5 *Workers' compensation*

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

### **7.3 Bereavement leave**

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

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

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

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

#### 7.3.3 "Immediate family" includes:

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

#### 7.3.4 *Unpaid leave*

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

### **7.4 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 2003 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 2003;
- (b) a copy of the Family Leave Award 2003 is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award 2003 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 7.6.7 all work done by any employee on:

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

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

7.6.2 *Labour Day*

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

7.6.3 *Annual show*

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

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

7.6.4 *Employees who do not work Monday to Friday of each week*

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

- (a) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.
- (b) A part-time employee is entitled to either payment for each public holiday or a substituted day's leave:

Provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.

- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25th December) is to be paid at the rate of double time.
- (e) Nothing in clause 7.6.4 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

#### 7.6.5 *Double time and a-half*

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

#### 7.6.6 *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.

#### 7.6.7 *Substitution*

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

### **7.7 Jury service**

A weekly employee, having completed 3 months' continuous service, who is required to attend for jury service during ordinary working hours shall be reimbursed by an amount equal to the difference between the amount paid in respect of the employee's attendance for jury service and the amount of wage such an employee would have received in respect of ordinary time the employee would have worked had the employee not been on jury service.

An employee shall notify the company as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give the company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

An employee shall not be entitled to payment for leave under clause 7.7 if attendance for such jury service coincides with a rostered day off or any period of leave under this Award.

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

### **8.1 Transportation home**

When employees other than shift workers cease work after their ordinary ceasing time, without having received notice on the previous day of the intention to work such overtime, and after their ordinary means of transportation has ceased running, the employer shall provide conveyances to take them to their homes or lodgings.

### **8.2 Travelling time**

When an employee is directed to work at a place other than the usual place of work, the employee shall be paid at ordinary rates for all time occupied in travelling with a maximum of 8 hours in any period of 24 hours and the employer shall refund to the employee all necessary expenses actually incurred while so travelling.

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

### **9.1 Commitment to training**

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

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and

(c) removing barriers to the use of skills acquired.

## **9.2 Quality training program**

9.2.1 The Hancock Bros. Pty. Ltd. quality training program is a program for developing the productivity of the Company's operations via a structured training program.

These developments are to be achieved through close consultation between the company and its employees, the development of a skills extension program, information sharing, employee commitment and quality of management.

It is the intention of the parties to this Award to use a co-operative approach to any matter which affects its employees and the company jointly. This applies to the formation of policy and procedures in relation to training programs operative within the company.

9.2.2 The development training program identified in clause 9.2.1 shall be enterprise based and shall be structured within the guidelines proposed by the Queensland Forestry Industries Timber Training Council. To ensure the training program satisfies the requirements of the Hancock Bros. enterprise, employees shall be provided with adequate information about the company's training program to give employees a greater awareness of the company's training objectives and future training plans.

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

### **10.1 Supply of tools**

All tools shall be supplied to employees free of cost. Where through the employee's neglect such tools are lost, they shall be replaced by such employee.

### **10.2 Accident and sickness**

Where an employee is injured or becomes seriously ill at work, the employer shall provide means of transporting the employee to the nearest hospital or appropriate place to obtain treatment.

### **10.3 Protective clothing**

Where in terms of the *Workplace Health and Safety Act 1995* and regulations thereto it is necessary for the performance of their duty, employees shall be provided with suitable protective clothing etc. by the employer on the following basis:

#### *10.3.1 Safety footwear*

Each employee will be issued with one pair of safety footwear, replaceable on a fair wear and tear basis.

#### *10.3.2 Protective helmets, and ear and eye protection*

Each employee shall be issued with appropriate ear and eye protection and safety helmets, which shall be required to be worn in designated areas within the plant. These shall be replaceable on a fair wear and tear basis.

#### *10.3.3 Rubber gloves*

Shall be supplied by the employer free of cost to the employees engaged as glue mixers, veneer placers, and to employees engaged on plywood hot presses, veneer treatment tanks, and tailing-out on lathes when hot logs are being lathed, and preservation plants.

## **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 Trade union training leave**

11.3.1 A Union delegate or duly elected or appointed Union representative shall be entitled to up to 5 days leave per year on ordinary time pay for the purpose of attending a course conducted by or with the approval of the Union. Leave taken pursuant to clause 11.3 shall be counted as continuous service for all purposes of the Award. The employer shall be not be required to pay for more than 5 days leave in any one calendar year.

11.3.2 The granting of such leave shall be subject to the following conditions:

- (a) An employee must have at least 12 months uninterrupted service with the employer prior to such leave being granted.
- (b) Clause 11.3 shall not apply to the employer if less than 12 full-time employees are employed under this Award.
- (c) The maximum number of employees of one and the same employer attending a course or seminar at the same time will be as follows:

where the employer employs between 12 and 50 employees	1
where the employer employs between 50 and 100 employees	2
where the employer employs between 100 and 150 employees	3
where the employer employs over 150 employees	4

Provided that where the employer has more than one place of employment in Queensland, then the formula above shall apply to the number of employees employed in or from each place of employment.

- (d) The granting of such leave shall be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected.
- (e) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.
- (f) In granting such paid leave, the employer is not responsible for any additional costs except the payment of

extra remuneration where relieving arrangements are instituted to cover the absence of the employee.

(g) Leave granted to attend courses will not incur additional payment if such course coincided with the employee's R.D.O. or with any other concessional leave.

(h) Such paid leave will not affect other leave granted to employees under this section.

#### **11.4 Posting of Award**

A true copy of this Award must be exhibited in a conspicuous and convenient place on the premises of the employer so as to be easily read by employees.

#### **11.5 Union encouragement**

##### **Preamble**

Clause 11.5 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.

##### *11.5.1 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.

##### *11.5.2 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.

Dated 6 June 2005.

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

Operative Date: 6 June 2005  
Repeal of Industrial Agreement and New Award - Forest  
Resources - Boral Hancock Plywood Enterprise Award -  
State 2005.  
Released: 1 August 2005