

CITATION: *Forest Resources Industry (Carter Holt Harvey Wood Products Australia Pty Ltd - Gympie) Award 2003*
Reprint of Award - 1 March 2011
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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

FOREST RESOURCES INDUSTRY (CARTER HOLT HARVEY WOOD PRODUCTS AUSTRALIA PTY LTD - GYMPIE) AWARD 2003

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Forest Resources Industry (Carter Holt Harvey Wood Products Australia Pty Ltd - Gympie) Award 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 Forest Resources Industry (Carter Holt Harvey Wood Products Australia Pty Ltd - Gympie) Award 2003 as at 1 January 2011.

Dated 1 March 2011.

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

FOREST RESOURCES INDUSTRY (CARTER HOLT HARVEY WOOD PRODUCTS AUSTRALIA PTY LTD - GYMPIE) AWARD 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Forest Resources Industry (Carter Holt Harvey Wood Products Australia Pty Ltd - Gympie) Award 2003.

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1.3 Date of operation

This Award takes effect from 18 August, 2003.

1.4 Coverage

This Award applies to employees of Carter Holt Harvey Wood Products Australia Pty Ltd whose rates of pay are prescribed by this Award and shall operate in lieu of any applicable State Award which could otherwise cover the terms and conditions of employees employed by the Company:

Provided that this Award shall not apply to salaried staff of Carter Holt Harvey Wood Products Australia Pty Ltd.

1.5 Definitions

Definitions that support the new classification structure to be included in this Award as prescribed in clause 5.1.3 shall be inserted into this Award.

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

This Award shall apply at the site of Carter Holt Harvey Wood Products Australia Pty Ltd in Gympie.

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 terms of clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

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

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

3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.

3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.

3.1.4 If the grievance or dispute is still unresolved after discussions listed in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.

3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.

- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

3.2 Workplace consultation

- 3.2.1 Effective participative/consultation mechanisms should be implemented at enterprise level with the form, structure and method of implementing consultative mechanisms/practices to be determined at the enterprise level by agreement between the Company and the Union.
- 3.2.2 The process of consultative practices is a mechanism through which employees can be involved in and positively contribute towards management's decision making process.

Decisions are encouraged to be reached through consultative mechanisms/practices, however, managerial prerogative is acknowledged.

- 3.2.3 Where enterprise consultative committees have been agreed to be established the Union shall be represented at least equally on the committee by elected Union delegates or subject to clause 3.2.1 duly elected employee representatives.
- 3.2.4 Where agreed participative consultative mechanisms are in place the parties may, by agreement, vary the application of designated conditions referred to in this Award.

Agreements reached on the application of more flexible designated conditions shall be conveyed to employees affected by the proposal for genuine approval in a manner agreed upon and documented accordingly.

The Union reserves the right to advise its members on issues under discussion.

- 3.2.5 The grievance and disputes settling procedure provided for in clause 3.1 of this Award will apply if either party believes the application of more flexible and efficient designated Award conditions is being unreasonably withheld or considered.

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

4.1 Employment categories

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

Employment categories are:

- (a) full-time;
- (b) part-time (as defined); or
- (c) casual (as defined).

- 4.1.2 *Part-time employees* - Unless otherwise agreed in accordance with clause 3.2 any part-time employees may be engaged in accordance with the following provisions:

- (a) Ordinary working hours shall be not less than 16 hours per week.
- (b) Ordinary daily working hours shall be not less than 3 hours nor in excess of 8 hours on any one day.

- (c) The foregoing ordinary working hours shall be worked on not more than 5 days in any one week.
- (d) The hours of duty each day shall be worked continuously:

Provided that an employee who is required to work longer than 6 hours shall be granted a meal break of 30 minutes. The meal break shall not be counted as time worked.
- (e) A part-time employee shall be paid per hour at the rate of 1/38th of the weekly rate prescribed for the class of work performed.
- (f) The provisions of this Award in respect of annual leave, bereavement leave, sick leave, and long service leave shall apply on a *pro rata* basis to part-time employees.
- (g) Where the normal paid hours fall on a public holiday and work is not performed by the employee, such employee shall not lose pay for the day.
- (h) A part-time employee who works in excess of the fixed daily hours shall be paid overtime in accordance with clause 6.2 of this Award.
- (i) All other provisions of this Award not expressly amended by clause 4.1.2 shall have application to part-time employees.

4.1.3 *Casual employees* - Casual employees may be engaged in accordance with the following provisions:

- (a) A casual employee shall be paid per hour 1/38th of the Award rate applicable for the work performed plus a loading of 23 percent.
- (b) Other than in accordance with the provisions set out in clause 4.1.3(c), the number of casual employees shall not exceed a ratio of one to 10 or part thereof of the total number of full-time employees under this Award unless otherwise agreed in accordance with clause 3.2.
- (c) Notwithstanding the prescribed number of casual employees fixed in accordance with clause 4.1.3(b) additional casual employees may be employed to cover the absence of a full-time employee during a period of long service leave, sickness or accident, or to fill a special need of the enterprise as agreed in accordance with the provisions of clause 3.2.
- (d) A casual employee who works in excess of the ordinary hours for weekly employees on any day shall be paid at the appropriate overtime rates provided in this Award based on the casual employees actual rate of pay including the loading provided in clause 4.1.3(a).
- (e) A casual employee engaged for a part of any day shall be entitled to a minimum of 4 hours per day whether the casual employee is required to work for 4 hours or not.
- (f) Casual employees shall not continue in employment in preference to full-time paid employees as a result of retrenchments or redundancy for any reason other than as approved by the Union.
- (g) A casual employee may apply for a full-time position within the Company should a vacancy occur and subject to the casual being able to perform the duties required or undertake training to acquire the skills required to fill the vacant position.
- (h) The provisions of clause 7.1 (Annual leave), clause 7.6 (Public holidays), clause 7.2 (Sick leave), clause 7.7 (Special leave), clause 7.3 (Bereavement leave), clause 7.89 (Jury service leave), clause 7.9 (Trade Union training leave), shall not apply to casual employees.

4.2 Lost time and stand downs

- 4.2.1 In accordance with the provisions of section 98 of the Act the employer may stand down any employee without pay on any day, or part of any day, on which the employee cannot be usefully employed because of the occurrence of anything for which the employer is not responsible or over which the employer has no control.
- 4.2.2 Stand downs in accordance with this clause 4.2 shall be subject to the employee's right of appeal in accordance with the Act.

4.3 Abandonment of employment

- 4.3.1 The absence of an employee from work for a continuous period exceeding 2 working days without the consent of the employer, and without notification to the employer shall be *prima facie* evidence that the employee has abandoned their employment:

Provided that if within a period of 7 days from the employee's last attendance at work or the date of the employee's last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of the employer that the employee was absent for reasonable cause, then the employee shall be deemed to have abandoned employment.

4.3.2 Termination of employment by abandonment in accordance with clause 4.3 shall operate as from the date of the last attendance at work, or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer whichever is the latter.

4.4 Equal opportunity, affirmative action and sexual and racial harassment

Employers and employees recognise the duty to observe the relevant Federal and State legislation relating to equal opportunity, affirmative action and sexual and racial harassment.

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 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.5.3 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 one week, or payment forfeited in lieu thereof.

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 Trainees

Trainees are engaged under this Award, except as varied from time to time by the Order for *Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)*.

4.10 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 Wages

The minimum rates of wage payable to employees shall be in accordance with the Schedule A to the Award.

5.1.1 An employee classified in a classification in Groups B, C and D and who is trained and is required to work in a classification in a higher group shall be paid a multiskill payment for each such classification at the multiskill rate for the group the additional classification falls into.

5.1.2 *Two or more classes of work*

When an employee on any one day performs 2 or more classes of work to which a differential rate fixed by this Award is applicable, such employee if employed for more than 4 hours on the class of work carrying a higher rate, shall be paid in respect of the whole time during which the employee works on that day at the same rate, which shall be the highest rate fixed by the Award in respect of any of such classes of work, and if employed for 4 hours or less on the class or classes of work carrying a higher rate, the employee shall be paid at such highest rate for 4 hours.

5.1.3 The above arrangements are an interim step pending finalisation of a new classification structure.

5.2 Allowances

5.2.1 First aid

An employee who has been trained to render first aid and who is a current holder of the appropriate first aid qualifications such as a certificate from St. Johns Ambulance or similar body, shall be paid a weekly allowance of \$13.60 if the employee is appointed by the employer to perform first aid duty.

5.2.2 Leading hand

An employee who has been appointed a leading hand shall receive an allowance paid for all purposes of the Award in addition to the ordinary weekly rate, in the following manner:

- (a) If in charge of less than 10 employees \$28.60 per week.
- (b) If in charge of over 10 employees \$35.90 per week.

5.2.3 The provisions of clause 5.2.2 above will be reviewed pending finalisation of the new classification structure.

5.3 Payment of wages

All wages shall be paid weekly by bank transfer to the employees' nominated bank account or as otherwise agreed between the employer and the majority of employees concerned in accordance with clause 3.2.

Any employee whose employment is terminated by the employer shall be paid within 24 hours after dismissal. If this period is exceeded the employee shall be paid ordinary rates up to a maximum of 8 hours per day from the time of dismissal till payment.

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

6.1 Hours of work

6.1.1 Day workers - ordinary hours of work

Ordinary working hours shall average 38 per week. Unless otherwise agreed in accordance with clause 6.2 (Workplace consultation) the following provisions shall apply:

- (a) Ordinary working hours shall be worked Monday to Friday inclusive between the hours of 6.00 a.m. and 6.00 p.m.
- (b) Employees shall observe the nominated starting and finishing times, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.
- (c) Ordinary working hours shall not exceed 8 per day unless agreed between the company and the majority of employees concerned. Ordinary hours shall not exceed 10 per day unless agreed between the employer, the majority of employees concerned and the Union.
- (d) Rate for ordinary hours on Saturday and Sunday

Where it is agreed between the company, the employees and the Union that ordinary hours be worked on a Saturday or Sunday such ordinary hours performed on a Saturday shall be paid for at time and one-half and on a Sunday at double time.

6.1.2 Shift workers - ordinary hours of work

Ordinary hours of work shall average 38 per week. Unless otherwise agreed in accordance with clause 6.2 (Workplace consultation) the following provisions shall apply:

- (a) Different methods of working shifts may apply to various groups or sections of employees in an establishment.
- (b) Working hours shall not exceed 8 per shift unless agreed between the employer and the majority of employees concerned. Ordinary working hours shall not exceed 10 per shift unless agreed between the employer, the majority of employees concerned and the Union.

6.1.3 *Definitions of shifts*

- (a) "Afternoon shift" means any shift finishing after 6.00 p.m. and at or before midnight.
- (b) "Night shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.
- (c) "Rostered shift" means a shift of which the employee concerned has had at least 48 hours' notice.
- (d) "Continuous work" means work carried on with consecutive shifts of persons throughout the 24 hours' 7 days per week without interruptions, except during breakdowns, meal breaks, or due to unavoidable causes beyond the control of the employer.
- (e) Unless otherwise agreed, a working day shall be defined as commencing with the beginning of the night shift and as ending with the completion of the afternoon shift. A night shift, however, which commences before midnight on Sunday night, shall not attract any penalties and will be regarded as ordinary time provided the majority of ordinary hours are worked on the Monday.

6.1.4 *Payment for ordinary shifts*

(a) Day shift

An employee whilst on day shift shall be paid at ordinary rates.

(b) Afternoon shift

An employee whilst on afternoon shift shall be paid 15% more than the ordinary rate.

(c) Night shift - rotating

An employee whilst on night shift which rotates with another shift shall be paid 15% more than the ordinary rate.

(d) Night shift non-rotating

An employee who, other than at the employee's own request works night shifts only shall be paid 30% more than the ordinary rate.

6.1.5 *Rates for ordinary shifts on Saturday, Sunday*

Ordinary shifts the major portion of which are worked on a Saturday shall be paid for at time and one-half and on a Sunday at double ordinary time. Such extra rate shall be in substitution for shift allowances as prescribed in clause 6.1.4.

6.1.6 *Day worker changing to shift work*

Where a day worker commences shift work at the instruction of the employer without 7 days notice (or the reduced period of 48 hours' notice where the transfer to shift work is necessitated by absenteeism) the employer shall pay time and one-half rates for all ordinary time worked until such required notice would have expired. Such extra rate shall be in substitution for the shift allowance.

6.1.7 *Change of shift rosters*

Employees placed on the shift roster shall not have their roster changed by the employer without 48 hours' notice of such change or payment is made at time and one-half rates for ordinary time worked until such 48 hours' notice would have expired. Such extra rate shall be in substitution for the shift allowance.

6.2 Overtime

6.2.1 All time worked in excess of the ordinary working hours for day and shift workers respectively shall be deemed overtime. Each day is to stand by itself when overtime is being computed, except where an employee commences overtime on one day and continues to work such overtime into the next day.

Any employee called upon to work 2 consecutive shifts shall be paid at overtime rates for the second of such shifts.

6.2.2 Except in the case of shift workers and work done on Sundays all overtime shall be paid for at one and a-half times the ordinary rate for the first 3 hours, after which double time shall be paid until the ordinary starting time

next morning:

Provided that if employees are called upon to work overtime commencing on Saturday they shall be paid at one and a-half times the ordinary rate for the first 3 hours and double time thereafter with a minimum period of 3 hours' work or payment thereof.

- 6.2.3 For overtime worked in any calling in or in connection with which more than one shift per day is worked, employees shall be paid at the rate of double time.
- 6.2.4 All work done on Sundays shall be paid for at the rate of double time with a minimum of 3 hours' work provided or payment thereof.
- 6.2.5 An employee recalled to work overtime after the cessation of their work for that day shall be paid a minimum of 4 hours at the appropriate overtime rates, provided that an employee may be required to perform more than one job during each recall.
- 6.2.6 All work done during the recognised meal period shall be paid at the rate of double time, such payment to continue until a meal period has commenced. Such meal periods shall be of the prescribed duration.
- 6.2.7 Employees who work so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times shall, subject to clause 6.2.7 be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of their employer, an employee resumes or continues work without having had such 10 consecutive hours off duty, they shall be paid double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of clause 6.2.7 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; or
- (b) where a shift worker does not report for duty; or
- (c) where a shift is worked by arrangement between the employees themselves.

6.3 Meal breaks

6.3.1 Day workers

A minimum of 30 minutes or such other time as may be agreed upon by the employer and the employee or majority of employees concerned shall be allowed for a meal break. The time taken for a meal break shall be unpaid. An employee shall not be required to work for more than 6 ordinary hours without a meal break.

The daily time of taking a meal break may be varied to meet the needs of the establishment, however, if a meal break is not given within 6 hours, an employee shall be paid at double time until a meal break is allowed.

6.3.2 Shift workers

Each employee shall be allowed 30 minutes for a crib for each shift for which no deduction of pay shall be made. Such crib shall be taken at times not to interfere with the continuity of work, however, if a meal is not given within 6 hours, an employee shall be paid at double time until a meal break is allowed.

6.3.3 Meal breaks on overtime

- (a) Where an employee is required to work for more than 2 hours before the ordinary starting time or continue working for more than 2 hours after ordinary ceasing time, or one hour if such overtime continues beyond 6.00 p.m., an employee shall be allowed one-half hour break for the purpose of having a meal. At the expiration of every consecutive 4 hours' overtime worked thereafter, the employee shall be allowed one-half hour break for the purpose of having a meal.

If an employee is required to work overtime the employee shall be supplied with a meal at the times mentioned above or shall be paid the sum of \$12.10 in lieu of each meal required.

- (b) When an employee has provided the customary meal because of receipt of notice of intention to work overtime, the employee shall be entitled to an allowance of \$12.10 for each meal so provided in the event of

the work not being performed, or ceasing before the respective meal times.

6.4 Rest pauses

- 6.4.1 Unless otherwise determined by agreement in accordance with clause 3.2 every employee covered by this Award shall be entitled two 10 minute rest pauses (or one 20 minute rest pause where the majority of employees agree) per day in the employer's time. Such rest pauses shall be taken at times as will not interfere with the continuity of work where continuity is necessary.
- 6.4.2 An employee working overtime shall be allowed a 10 minute break without loss of pay after 2 hours, between each 4 hour break.

6.5 Rostered day off

Unless otherwise agreed in accordance with clause 3.2 the following shall apply:

6.5.1 Notice of rostered days off

In cases where by virtue of the arrangement of the ordinary hours of work an employee is entitled to a rostered day off during the work cycle, such employee shall be advised by the employer at least 4 weeks in advance of the day to be taken off by written notice posted by the employer on the noticeboard.

6.5.2 Substitute days

- (a) An employer with the agreement of the majority of employees or an employee concerned may substitute the day an employee or employees concerned are 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 to meet the needs of the establishment.
- (b) An individual employee with the agreement of the employer may substitute the day to be taken off during a work cycle for another day.
- (c) An apprentice who is required to attend trade school on a rostered day off shall be entitled to a substitute day as soon as practicable following the completion of the attendance at trade school.

6.5.3 Work on a rostered day off

If an employee is requested and accepts to work on a scheduled RDO, a substitute day will be taken by that employee as soon as possible or receive payment for time worked at overtime rates.

6.5.4 Banking of rostered days off

By agreement between the employer and the employees concerned rostered days off may be accumulated (banked) up to a maximum of 5 days and shall be taken in a manner agreed between the employer and the employees concerned. Rostered days off shall not be banked for more than 12 months.

6.5.5 Sick leave, bereavement leave and rostered days off duty

Employees are not eligible for sick leave or bereavement leave in respect of absences on rostered days off as such absences are outside their usual hours of duty.

6.5.6 Rostered days off falling on a public holiday

In the event of an employee's rostered day off duty falling on a public holiday, the employee and the employer shall agree to an alternative day off duty as a substitution.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

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

- (a) not less than 5 weeks if employed on shift work where 3 shifts per day are worked over a period of 7 days per week; and
- (b) not less than 4 weeks in any other case:

Provided that a part-time employee's entitlement shall be on a *pro rata* entitlement.

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 7.1.8) 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 to the employee, the employee's pay, calculated in accordance with clause 7.1.8, for 4 or 5 weeks as the case may be and also their ordinary time rate of pay for any public holidays 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 4.2222 hours' pay per week for the period of their employment in the case of a shift worker, and 3.1667 hours' pay per week for the period of their employment in the case of a day worker, calculated in accordance with clause 7.1.5.

7.1.5 Where an employer closes down the plant for the purposes 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 the employer may in respect of such persons:

- (a) Pay to such employees an amount equivalent to 3.1667 hours' pay for each week of service in the case of a day worker and 4.2222 hours' pay for each week of service in the case of a shift worker, and stand them off during the balance of the close down without pay; or
- (b) Allow such employee to take the full 4 or 5 weeks' annual leave 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 weeks' annual leave.

7.1.6 If any holidays mentioned in clause 7.6 of this Award shall occur during such annual leave then the period of annual leave shall be extended by one day for each holiday so occurring.

7.1.7 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.

7.1.8 *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 7.1.8(c)(iii) 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

Subject to clause 7.1.8(c)(iii), leading hand allowance 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 the provisions of clause 7.1.8(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 17.5% of the amounts referred to in clauses 7.1.8(c)(i) and 7.1.8(c)(ii).

(d) The provisions of clause 7.1.8(c) shall not apply to the following:

(i) Any period or periods of annual leave exceeding:

- 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
- 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.

7.1.9 Unless otherwise agreed between the employer and the employee, annual leave is to be taken in one continuous period or 2 separate periods within 6 months of the entitlement and after not less than 2 weeks' notice by the employer.

7.1.10 *Annual close down*

An employer may close down the plant or a section or sections thereof, wholly or partly for the purpose of allowing leave to all or the bulk of the employees in the plant or section or sections concerned in accordance with the following provisions:

- (a) After giving not less than 2 months' notice or lesser period if agreed upon of the intention to do so, close down for one period or 2 separate periods or where the employer and the employees concerned so agree in 3 separate periods.
- (b) All time during which an employee is stood down without pay in a close down shall, for the purpose of annual leave credits, be deemed to be time worked.

7.2 **Sick leave**

7.2.1 *Entitlement*

- (a) Every employee, except casuals, pieceworkers, 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 ordinary number of hours that 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.
- (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 their 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; 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.

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

7.3.2 *Long-term casual employees*

(a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.

(b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.3.2.

7.3.3 "Immediate family" includes:

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

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

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

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

7.4 Long service leave

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 1, Part 3, sections 42-58 of the Act as amended from time to time.

7.5 Family Leave

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

7.5.1 It is to be noted that:

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

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

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

(a) Maternity leave

(b) Parental leave

(c) Adoption leave

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

7.6 Public holidays

7.6.1 All weekly employees shall be entitled to the holidays set out in clause 7.6 without deduction of pay provided that if any other day by a State Act of Parliament or State Proclamation is substituted for any of the set holidays, the day(s) such substituted shall be observed in lieu thereof:

- the 1st January;
- the 26th January;
- Labour Day
- 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.

7.6.2 Any other day proclaimed in relation to the annual agricultural horticultural or industrial show held in Gympie shall also be observed.

7.6.3 An employee who is required to work on a holiday as prescribed shall be paid at the rate of double time and one-half for work performed, with a minimum of 4 hours work or payment thereof for work done within the period of the employee's ordinary starting or finishing time.

7.6.4 Double time and a-half

The expression double time and one-half shall mean one and a-half day's wages in addition to the weekly rate provided in this Award, or *pro rata* if there be more or less than one day:

Provided that all time worked outside the period of the employee's ordinary starting or finishing time shall be paid at double the rate prescribed by this Award for such time when worked outside such period of 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 the 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 employer and the majority of employees concerned, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.6:

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

7.6.7 Employers shall, except in unforeseen circumstances, give their employees not less than one week's notice as to whether a holiday is to be observed or worked.

7.7 Special leave

Employees shall be entitled to 2 days' paid leave for the purpose of assisting their partner at the time of the birth of a child. Proof of such birth shall be required to be furnished by the employee to the employer before the leave will be paid.

7.8 Jury service leave

7.8.1 A weekly employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the attendance for such jury service and the amount of the wage the employee would have received in respect of the ordinary time the employee would have received had the employee not been on jury service.

7.8.2 An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give the employer proof of such attendance, the duration of such attendance, and advise the amount received in respect of such jury service. An employee shall not be entitled to payment for leave under this clause if attendance for such jury service coincides with a rostered day off, sick leave, annual leave, long service leave or other authorised absences.

7.9 Trade Union training leave

7.9.1 Upon written application by an employee to an employer such application being endorsed by the Union and given to the employer at least one month's notice, such employee may be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses or seminars conducted by the Union.

For the purpose of clause 7.9.1 "ordinary pay" shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.

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

- (a) An employee must have at least 12 months uninterrupted service with an employer prior to such leave being granted.
- (b) This provision shall not apply to a site with less than 10 full-time employees.
- (c) Unless the employer agrees to a greater number of attendees, a maximum number of 2 employees per year may attend a course or seminar.

7.9.2 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.

7.9.3 The scope, content and level of the course shall be so as to contribute to a better understanding of industrial relations within the employer's operations.

7.9.4 In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where overtime arrangements are instituted to cover the absence of the employee on training.

7.9.5 Leave granted to attend courses will not incur additional payment if such course coincided with the employee's day off in the 19 working day month arrangements or with any other concessional leave.

7.9.6 Such paid leave will not affect other leave granted to employees under this Award.

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

No provision inserted in the Award relevant to this Part.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to training and careers

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

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (d) removing barriers to the use of skills acquired.

9.2 Skills Acquisition and Training

In accordance with the standards to be set out in the new classification structure:

- (a) The classification of an employee will be based on skills acquired and the employee will be required to exercise such skills to be paid at the appropriate level.
- (b) All employees will be given the opportunity through training to acquire skills on a fair and equitable basis subject to the requirements of the Company and the needs of the business.

- (c) Employees shall be required to undertake necessary training, as nominated by the Company, to acquire skills for their classification level or in order to be transferred to a higher skill level.
- (d) An employee shall not be required to undertake training for higher skill levels and classifications if the employee chooses not to be further trained:

Provided an employee shall be required to maintain all skills necessary for the employees claimed classification level.
- (e) Where possible on-site training shall be carried out on day shift during employees ordinary working hours.
- (f) Employees may be transferred from afternoon shift to day shift to undertake specified training. Such transfer shall be without loss of ordinary pay.
- (g) Relief arrangements for training purposes shall be organised at the discretion of the Company.
- (h) Where training is conducted off site during normal working hours such time shall be treated as ordinary time worked:

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

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

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

10.1 Protective clothing and equipment

10.1.1 Supply of safety footwear

The employer will provide free of charge one pair of safety boots/shoes with replacement thereafter on a "fair wear and tear" basis. The wearing of such supplied footwear will be a condition of employment. Any person who leaves within 3 months of such free issue will be charged half the cost of the footwear so provided.

10.1.2 Supply of clothing and overalls

The employer will provide 3 pairs of overalls or shirts/trousers to each employee per annum and a jacket every 2 years.

10.1.3 Supply of protective equipment

The employer shall supply free of charge all protective equipment and clothes the employee is required to wear to ensure a safe and healthy working environment. Such protective equipment and clothing is to remain the property of the Company.

10.2 Timecards

All employees shall fill in any timecard, time sheet or other record required by the employer to be filled out to record hours of work as to the time of their employment on various tasks performed.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 *Entry procedure*

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

11.1.3 *Inspection of records*

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

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

Preamble.

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

11.3.1 Documentation to be provided by employer

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

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

11.3.2 Union delegates

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

11.3.3 Deduction of union fees

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

11.4 Posting of award

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

Schedule A

Subject to the further approval of the Commission, the classification structure as outlined below and the provisions relating to its implementation also below, shall be reviewed as to their appropriateness for inclusion into the Award at the end of the 6 month review period.

Classification Structure

	Current Group	Current Classification Level	New Group	New Classification
	No Current		5	Customer Service Officer
A	Press Operator		4	Press Operator - G1
A	Press Operator			Press Operator - G2
A	Sander Operator			Sander/Grader Operator
A	A Class Saw Operator			Anton/Teuto Saw Operator
A	Drier Operator			Drier/Classification Operator
B	Truck Driver		3	Waste Disposal Operator
B	Knife Grinder			Knife Grinder
B	Endloader/PZ Mills			Wet Chip Milling Operator
B	Glue Operator			Gluing/Flake Blending Operator
A	Quality Control-Lab			Quality Control Tester
B	Forklift all sizes			Warehouse Operator - Fullsheet
B	Packing Station/Splitting			Splitting/Strapping Machine Operator
B	Forklift all sizes			Warehouse Operator - Packed Stock
B	B Class Saw Operator			Edge Banding Operator
B	B Class Saw Operator			Bearer Machine Operator
	No Current		2	Cleaner
C	Strapper			Strapping Machine Assistant
C	Strapper			Edge Banding Assistant
D	Unclassified Senior		1	Employee in Training

The following weekly rates of pay for the New Group Levels will apply during the review period:-

<i>New Group Level -</i>	Per Week \$
5	682.00
4	648.30
3	627.40
2	604.90
1	588.20

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.

The following outlines the trialling process as agreed by the Consultative Committee.

There will be three steps in the process.

Step 1 -

The first step will involve a paper transfer.

Each employee will be transferred from their existing classification to the appropriate grade level based on the attached transfer schedule.

The current level of multiskilling under the existing classifications shall be identified for each employee.

Any skills that an employee has that are in excess of those for the classification used as the basis for transfer shall be identified.

Each employee will then be assessed to ensure the person has been graded in the correct level to determine if the person has skills that would qualify for the versatility allowance as set out in the skills structure.

Each employee will then be graded and a new award pay rate determined.

Up to this stage there will not be any change in pay rates.

Step 2 -

In this stage employees will begin to transfer to the structure.

Each employee will be advised through the Consultative Committee of their proposed grading.

Any employee who potentially could have their rate of pay reduced by this transfer shall be assessed to see if a training program can be put in place so that the employee can gain additional skills to maintain a pay rate in excess of the transfer position.

All employees will then transfer into the new structure at their new rates as determined in Step 1 - point 6 or at their existing rate if covered by Step 2 - point 3.

Step 3 -

In this stage the new structure will be finalised and award variations shall be processed by application to the Industrial Relations Commission.

Employees who are affected by Step 2 - point 3 will be given the opportunity to begin training or will have their existing rate held at its existing level until wage movements absorb any excess above the award rate for the employees grade.

Trialling will be finalised and agreement and award variations submitted to the Industrial Relations Commission.

Time Frame -

Step 1 - To be completed by 2 March 1992.

Step 2 - Point 2 to be completed by 19 March 1992.

Point 3 to be completed by 26 March 1992.

Point 4 to commence from 1 April 1992.

Step 3 - The trial shall continue until 1 August 1992.

Dated 17 June 2003.

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

Operative Date: 18 August 2003