

CITATION: *Forest Resources Industry Award - State 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 AWARD - STATE 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 Award - State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Forest Resources Industry Award - State 2003 as at 1 January 2011.

Dated 1 March 2011.

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

FOREST RESOURCES INDUSTRY AWARD - STATE 2003

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This Award is known as the Forest Resources Industry Award - State 2003.

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1.3 Date of operation

This Award takes effect from 1 December 2003.

1.4 Award coverage

- 1.4.1 Except as hereinafter provided, this Award applies to all employers and to their employees engaged on work in or in connection with or incidental to the Sectors of the industry in clause 1.7 and the Classifications of this Award.
- 1.4.2 This Award applies to all employers and their employees, who are engaged in any work in or in connection with the cutting and/or carting of firewood or the burning and/or delivery of charcoal throughout the State of Queensland.
- 1.4.3 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 Award employees.
- 1.4.4 This Award does not apply to employees of the Crown who are employed under other Awards of the Commission.
- 1.4.5 This Award does not apply to contractors, subcontractors or to their employees engaged in the handling of wood/bark chips at bulk loading facilities.
- 1.4.6 As from the date of making this Award, any reference in any document to the Sawmilling Industry Award - State; Timber Felling, Timber Getting, Firewood Cutting and Charcoal Burning Award - State, or the Veneer, Plywood and Particle Board Manufacturing Award - State will be deemed to read "Forest Resources Industry Award - State 2003".

1.5 Definitions

- 1.5.1 'Act' means the Industrial Relations Act 1999 as amended or replaced from time to time.
- 1.5.2 'Articulated Vehicle' means a vehicle with 3 or more axles comprising power unit (called tractor truck, prime mover, etc.) and semi-trailer which is superimposed on the power unit and coupled together by means of a kingpin revolving on a turntable and is an articulated vehicle whether automatically detachable or permanently coupled.
- 1.5.3 'Commission' means the Queensland Industrial Relations Commission.
- 1.5.4 'Continuous Work' 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.
- 1.5.5 Felling and Cutting of Standing Timber:
 - (a) 'Felling of Standing Timber' means the felling of any tree or stump, dead or green, over 1.8m in height, with a stump diameter of 150mm or more. Where felling operations are being carried out for the purpose of scrub burns or clearing, felling rates shall be paid where axe work is necessary; and
 - (b) 'Cutting' means preparing and cutting the fallen tree or stump into mill log lengths.
- 1.5.6 'Gross Vehicle Mass' means:
 - (a) in the case of an articulated truck or heavy trailer combination of the maximum permissible mass (whether described as the gross train mass or otherwise) for the motor vehicle and the trailer(s) or semi-trailer(s) attached to it, together with the load carried on each, as stated in any certificate of registration or other certificate that is issued in respect of the motor vehicle by the relevant Authority or by the corresponding Authority of another State or Territory or that is required by law to be painted or displayed on the motor vehicle; and
 - (b) In any other case the maximum permissible mass (whether described as the gross vehicle mass or otherwise) for the motor vehicle and its load (but excluding any trailer and its load) as stated in a certificate of registration or other certificate that is issued in respect of the motor vehicle by the relevant Authority or by the corresponding Authority of another State or Territory or that is required by law to be painted or displayed on the motor vehicle.
- 1.5.7 'Low Loader Articulated Vehicle' means a vehicle consisting of a tandem drive prime mover and a gooseneck semi-trailer (not being a drop deck semi-trailer) with the loading area of the semi-trailer a maximum of one metre off the ground. The prime mover and gooseneck semi-trailer being designed and manufactured and plated to operate at the required mass limit.
- 1.5.8 'Mill' means and is deemed to include any sawmill, veneer and/or ply mill, particle board and/or softwood processing establishments, veneer and/or fibre board factories, door manufacturing establishments, timber yard,

planning and moulding mill, box and case making and/or repairing factory, pallet factory, broom handle factory, tool handle factory, firewood depot, and any factory or place producing charcoal, bark and/or saw dust and/or residual wood and/or where wood wool manufacturing, wood chipping, timber preservation, timber seasoning, timber lamination, timber merchandising, sawn timber processing and/or timber component cutting and assembling is carried on exclusively or in conjunction with other industries.

1.5.9 'Trainee' bears the meaning contained in the Training and Employment Act 2000.

1.5.10 'Union' means The Australian Workers' Union of Employees, Queensland.

1.6 Area of operation

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

1.6.1 Divisions

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.

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

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

1.6.2 Districts

(a) Northern Division:

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

(b) Southern Division:

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

The above boundaries in the appropriate Divisions and/or Districts shall include any island situated off that part of the Queensland coast which is included in the said Division or District.

1.7 Sectors

The industry is arranged in sectors in accordance with the following activities. In reality each sector may overlap and include some or all activities from other sectors.

1.7.1 Wood panel products sector, including:

Manufacturing of boards, panels or veneer from timber and timber products. Handle, sort, stack, lift, treat, cut, press, glue, edge, trim, paint, laminate and process in any manner, panel, board or veneer. Transport and store board, panels or veneer. Operate and maintain any or all machinery associated with board, panel or veneer manufacture including manufacturing plant and infrastructure. Plan, setup and assemble products from board, panel or veneer and associated components.

1.7.2 Sawmilling and processing sector, including:

Processing, grading and/or milling treatment of logs and other forms of raw timber into building timber and other value added products in timber mills, factories, merchant's premises and other locations. Processing includes, lifting, sorting, stacking, storing, warehousing transporting, debarking, sawing, dressing, drying, machining, laminating, jointing, chipping, treating and carrying out any grading, labelling and clerical functions associated with processing. Operation

of any machinery used in processing or in connection with processing including plant and infrastructure and any maintenance associated with such machinery, plant or infrastructure. Assembling and construction of products from processed timber. Supervision, coordination and planning of the processing activities and processing infrastructure.

1.7.3 Timber manufactured products sector, including:

All activities listed in the milling and processing sector. Machining timber in any manner to produce components and articles. Assemble wood components and associated attachments into products. Paint and glaze products. Joinery work. Manufacture frames, trusses, doors, windows and other building products or components. Measure, estimate, design and manufacture products for building and other purposes.

1.7.4 Merchandising sector, including:

All activities listed in the timber manufactured products sector plus assembling, handling, packaging, and/or merchandising of all timber products and/or timber components. Display, demonstrate, prepare, handle, provide advice and sell timber and timber related products, hardware and building products in wholesale and timber merchant/retail outlets. Activities associated with the importing and wholesaling of timber products. Calculate and process customer orders and deal with customers generally.

1.7.5 Harvesting sector, including:

Harvesting timber, processing of harvested timber, operating any machinery or vehicle in connection with harvesting, lifting, processing and transporting timber in or from any forest. Routine maintenance of equipment or vehicles. Preparation of forest for harvesting operations, maintenance of forest during harvesting and activities associated with the regeneration of forest during and after harvesting operations.

1.7.6 Forest growing and management sector, including:

Growing and tending forest trees, preparing growing media, seeding, tending forest nursery plants, planting, releasing, selecting, marking, pruning and thinning trees, preparing, mixing and applying chemicals, biological agents and herbicides, collecting seeds, sowing grass, collecting soil samples, driving or operating any machinery or vehicle in connection with forest growing operations. General forestry and forest management work including maintenance of forest during harvesting and activities associated with the regeneration of forest during and after harvesting operations.

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 Effective participative/consultative mechanisms shall be implemented at the enterprise level.

The form, structure and method of implementing consultative mechanisms/practices shall be determined at the enterprise level consistent with the agreement between industry representatives and Union, on implementing consultative practices.

- 3.1.2 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.

- 3.1.3 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 3.1.1 duly elected employee representatives.

- 3.1.4 In enterprises where agreed participative/consultative mechanisms are in place the parties may, by agreement amend the application of designated Award conditions referred to in this Award.
- 3.1.5 Agreements reached on the application of more flexible designated Award conditions shall be conveyed to employees affected by the proposal for genuine approval in a manner agreed upon and documented accordingly.
- 3.1.6 The Union reserves the right to advise its members on Award issues under discussion.
- 3.1.7 The Union will not unreasonably withhold its consent to local enterprise agreements reached within the principles outlined in clause 3.1.

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 listed in clause 3.2.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of a Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.
- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given 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 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 EMPLOYEE'S DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Employment categories

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

Employment categories are:

- (a) full-time;
- (b) part-time (as prescribed in clause 4.3);
- (c) casual (as prescribed in clause 4.4); or
- (d) pieceworker (as prescribed in clause 4.5).

4.2 Probationary period

- 4.2.1 The first 3 months of employment shall be a probationary period and engagement during the first 2 weeks shall be from day to day and following which 2 days' notice by either side shall be sufficient to terminate the engagement or in lieu thereof 2 days' wages shall be paid or forfeited.
- 4.2.2 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.
- 4.2.3 Failure by the employer to act in accordance with the provisions of clause 4.2 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 4.11

4.3 Part-time employment

- 4.3.1 Ordinary working hours shall be not less than 16 hours per week nor more than 32 hours per week.
- 4.3.2 Ordinary daily working hours shall be not less than 3 hours nor in excess of 7 hours 36 minutes on any one day.
- 4.3.3 The a foregoing ordinary working hours shall be worked on not more than 5 days in any one week.
- 4.3.4 The hours of duty each day shall be worked continuously:

Provided that an employee who is required to work longer than 5 hours shall be granted a meal break of 30 minutes. The meal break shall not be counted as time worked.
- 4.3.5 A part-time employee shall be paid at the rate of 1/38th of the weekly rate prescribed for the class of work performed.
- 4.3.6 The provisions of this Award in respect of annual leave, sick leave, public holidays, long service leave and occupational superannuation shall apply on a *pro rata* basis to part-time employees.
- 4.3.7 All other provisions of this Award not expressly amended by clause 4.3 shall have application to part-time employees.

4.4 Casual employment

- 4.4.1 A casual employee means any employee engaged as such and who is engaged by the hour on the class of work for which the employee is engaged.
- 4.4.2 Casual employees shall be provided with a minimum of 2 hours work per engagement.
- 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 the meal break shall be entitled to a rest pause of 10 minutes' duration in the first and second half of such period.
- 4.4.4 These rest pauses 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.
- 4.4.5 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.
- 4.4.6 The hourly rate for casual employees shall be calculated at 1/38th of the appropriate weekly wage plus a loading of 23%.

- 4.4.7 Casual watchpersons employed between the hours of 6.00 p.m. and 6.00 a.m. shall receive 15% per hour in addition to the casual hourly rate for a Watchperson (day).
- 4.4.8 Casual employees (other than Watchpersons) who are required to work in excess of 7 hours 36 minutes per day shall be paid at the rate of time and one-half in the first 3 hours and double time thereafter.
- 4.4.9 All time worked on a Sunday by casual employees (other than Watchpersons), shall be paid at the rate of double time with a minimum of 3 hours work or payment therefor.

4.5 Piecework employment

4.5.1 A pieceworker means:

- (a) an employee who is not a full-time employee but who is engaged to work away from the employer's mill, yard or other place of business in or in connection with felling, snigging, hauling or other obtaining of logs, billets, chips or other timber at rates of remuneration dependent upon the amount of work performed, irrespective of the hours or times concerned; and
- (b) an employee working at a mill as defined engaged at piecework rates, in the duties of timber packing and/or timber stripping and/or attending to green chain, and/or on a single process operation as defined.

4.5.2 To permit the working of piecework by those employees defined in clause 4.5.1 the following conditions shall be observed:

- (a) The onus shall be on the employer to fix such price for felling and cutting and determine any other allowances as will enable the average competent cutter using a suitable portable mechanised saw to achieve average earnings not less than the applicable weekly rate prescribed in clause 5.2.4.
- (b) For work other than for timber felling and/or timber cutting as set out above, agreements for piecework may be entered into between employers and employees provided that the piecework rates will be such as will enable the average competent employee to earn not less than 25 % over the weekly rate fixed by this Award for the class of work performed, but in no case shall the employee be paid less than the minimum rate of pay for the class of work performed as prescribed in this Award.
- (c) When employees are camped at a greater distance than 2km from a main store or other place of business where they could reasonably be expected to obtain their supplies, the employer shall arrange for the delivery of rations at least twice each week, or pay carriage on same from the nearest store.

4.5.3 Subject to those employees provided for in clause 4.5.1(b) receiving not less than the appropriate Award rate for work performed during ordinary working hours in any one week, such employee aforementioned and an employer may enter into an agreement in relation to a particular class of work, that such work be performed by that employee at piecework intensity. The piecework rate agreed upon will be such as to enable an average competent employee to earn per hour not less than 25 % over the prescribed rate as set by this Award for the class of work to be performed.

4.5.4 An employee as provided for in clause 4.5.3 whilst performing work at piecework intensity outside the ordinary hours as prescribed by 6.1 or on a public holiday as prescribed in clause 7.6 shall be paid as follows:

- (a) Where time and one-half is the prescribed Award rate - half of the appropriate Award time rate in addition to the piecework rate agreed upon for the work being performed.
- (b) Where double time is the prescribed Award rate - the appropriate Award time rate in addition to the piecework rate agreed upon for the work being performed.
- (c) Where double time and a-half is the prescribed Award rate - time and one-half of the appropriate Award time rate in addition to the piecework rate agreed upon for the work being performed.
- (d) Where not expressly varied by clause 4.5.3, the provision of clause 4.4 (Casual employees) shall have application to casual pieceworkers, provided that the portion of the loading appropriate to piecework intensity shall not be compounded in relation to the provisions contained in clauses 4.5.4, 4.5.5, 4.5.6 and 4.5.7.
- (e) Where employees are engaged as casuals on a piecework basis the piecework rate agreed upon will be such as to enable an employee to earn per hour not less than 48% over the prescribed rate as set by this Award for the class of work to be performed. The foregoing rate contains a casual loading of 23% and a piecework intensity loading of 25%.

- 4.5.5 Employees (other than casuals) as provided for in clause 4.5.3 shall have an entitlement to all public holidays and all relevant leave provisions as presently prescribed in this Award or as may be amended from time to time.
- 4.5.6 The payment of wages in any of the foregoing situations shall be as prescribed in this Award or as may be amended from time to time.
- 4.5.7 Where not expressly amended in clause 4.5.3 all other conditions of this Award shall apply to those employees provided for in clause 4.5.3.

4.6 Juniors

4.6.1 Any persons under 21 years of age may be employed as juniors in mills; in timber harvesting operations designated as trainees in clause 9.1 and as junior chainsaw operators as provided in clause 4.6.1(d)(ii) subject to the following provisions:

- (a) On rates of pay as prescribed clause 5.2.
- (b) Juniors employed at tool handle making to receive the appropriate wage prescribed for adults performing such work.
- (c) Persons under 16 years of age shall not be permitted to perform the duties of a sawyer or a tailor-out at any saw bench.
- (d) Juniors unless paid the rates prescribed for adults may be employed only on the following work:
- (i) At the cross-cut or case or boxing cutting saws while engaged in the manufacture of cases or boxes, or similar products consisting of short length components not more than 2.4m in length cut from presawn timber; may nail together cases or boxes or assist in any way whatsoever in the manufacture, stacking and handling of cases or boxes, feeding box timber and cleats into wire bound box making machine and bundling and wiring, removing and stacking stitched shooks; feeding and tailing-out from cleat machine, cleat ripping machine, branding machine, and in operating stitching machine, feeding and tailing-out from box spraying machine and stacking box shooks for drying. They may run errands, sweep floors, heat water, clean up and burn shavings, sawdust and offcuts, or any other refuse. May also push trollies to and from machines and any other part of the mill and may feed to and take from machines and other places, material and offcuts, or any light articles manufactured therefrom and may be employed in the stacking, stripping, loading and unloading, packing or tallying of such material; in addition may be employed to carry, handle, or mark boxes or case material cut in lengths, stack or pack or tally broom squares or broom handles, or assist at box, case or crate making, assist to load lorries with shooks and attend to wire spools for use on wire-bound box machines, handling and cutting veneer or plywood, sorting, matching and taping veneers and plywood, and operating taping machines in connection therewith, blue spraying veneer edges, or as tailors-out of plywood or veneer, or feeders or tailors-out on the glue rolls or sandpapering machine; they may also assist at any of the other machines in the mill (with the exception of cold press, hot press and cramps, unless paid the appropriate rates prescribed for seniors), may handle, bore, sort, and varnish plywood, and set out same to dry, and may count, mark bundle or tie up, and sort for delivery such plywood or veneer in sheets or any light articles manufactured therefrom and in addition may be employed to carry, handle, or mark boxes or case material cut in lengths.
- (ii) In addition, junior employees undergoing a period of training in the operations and use of a chainsaw not exceeding 6 months' duration so as to obtain proficiency as a chain saw operator, shall be paid 70% of the appropriate rate for a senior operating a portable mechanised saw.

4.6.2 Proportion of junior employees

- (a) The proportionate number of juniors shall be - For one, 2, or 3 adults employed in any one mill receiving not less than the minimum wage, one junior.
- (b) For every additional 3 adults to the first 3 employed in any one mill receiving not less than the minimum wage, one junior:

Provided that in case of box making factories or in sawmills where case or box making is performed wholly or in part, the number of juniors who may be employed in the manner provided for under clause 4.6.1(d) shall not exceed one for every additional 2 adults employed in any one mill receiving not less than the minimum wage.

4.7 Mixed functions

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

- 4.7.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 4.7.3 Any direction issued by an employer pursuant to clauses 4.7.1 and 4.7.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.8 Two or more classes of work

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

4.9 Incidental or peripheral tasks

Employees within each classification are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.

4.10 Anti-discrimination

4.10.1 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.

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

4.10.3 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.

4.10.4 Nothing in clause 4.10 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.

4.11 Termination of employment

4.11.1 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.

4.11.2 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 clause 4.11.2(a), 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 clause 4.11.2 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.

4.11.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.11.2.

4.11.4 *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.

4.12 Introduction of changes

4.12.1 *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.

4.12.2 *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 4.12.1.

(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.

4.13 Redundancy

4.13.1 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 4.13.1(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.

4.13.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.13.1 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 4.13.
- (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.

4.13.3 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 4.13.3, '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.

4.13.4 Time off during notice period

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.13.1, 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.

4.13.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.13.1, 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.

4.13.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.11.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.13.1(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.

4.13.7 *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.

4.13.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.13.1(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.

4.13.9 *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.

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

Clause 4.13 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.

4.13.11 *Employees exempted*

Clause 4.13 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.

4.13.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.13 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.

4.13.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.13.6 are not applicable where a business is before or after the date of the insertion of clause 4.13 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 4.13.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.13.14 *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.

4.14 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 Classifications and Definitions

5.1.1 *Classifications*

Notwithstanding anything elsewhere contained in this Award, the following classification structure applies to all employees under this Award.

5.1.2 *Implementation of classification structure*

Adult employees shall be classified at one of the 5 wage groups specified in clause 5.1. The Classification Descriptions in clause 5.1 describe the relative skills, responsibilities and conditions under which employees at each wage group will work.

- (a) The 'Classification Criteria' are the principal or primary guide to classification as they detail the level of responsibility, skills and knowledge required for the position at that wage group. The key issue to be looked at in properly classifying an employee, is the level of responsibility, skills and knowledge that the employee is required to exercise in the work they perform. These are to be assessed against the parameters of the Classification Criteria. When assigning a particular employee to a wage group, or when reclassifying an employee, reference must be made to the totality of the Classification Criteria to obtain a clear understanding of the essential features and requirements of each wage group.
- (b) The 'Indicative Tasks' are a non-exhaustive list of duties/tasks that may be utilised within the particular wage group. They are an indicative guide only, however, they may be used as an accompaniment to the Classification Criteria in order to assist in the classification of employees when difficulties are experienced in assessment against the Classification Criteria alone. The Indicative Tasks should not be used in place of the Classification Criteria when classifying an employee.

It will be noted that some Indicative Tasks appear at only one wage group, whilst others appear in more than one wage group with little apparent differentiation. Employees at any particular wage group may be expected to undertake duties/tasks of any level lower than their own, in addition to the duties/tasks specified at their wage group in which they are employed. They may perform one such duty/task, or many of them, depending on the particular work allocated. They will be expected, after suitable training, to operate flexibly between work stations at their wage group.

- (c) The 'Promotional Criteria' detail the level of responsibility, skills and knowledge required of an employee for promotion to the next wage group.
- (d) Details regarding the *Forest and Forest Products Training Package* and the copies of the *User Guide for the Forest and Forest Products Training Package* may be obtained from the Queensland Forest Industries ITAB Inc., PO Box 1184, Coorparoo, Qld., 4151 (3249 3370).
- (e) Regardless of an employee's qualifications or wage group, all employees must have the necessary competency to safely perform their assigned tasks/duties. All employees:
 - (i) carrying out timber grading (quality or stress) must have completed a recognised grading course for that purpose;
 - (ii) required to operate plant or equipment which require a licence/certificate, must hold the appropriate licence/certification; and
 - (iii) may assist trainers in the provision of on-the-job training.
- (f) As a result of the introduction of the new classification structure, existing employees will be transferred to the wage group equal to their current rate of pay. If no wage group is equal to the employee's current rate of pay, the employee shall be classified at the wage group with the rate of pay that is next above the employee's current rate of pay.

No employee shall suffer reduction in their rate of pay or conditions of employment as a result of the introduction of these provisions.

- (g) Leave is reserved for the parties to this Award to further develop the classification structure and its alignment to AQF Levels beyond the current classification structure.

5.1.3 *Classification Definitions - Wage group 1 (First 3 months - 78% and thereafter - 82%).*

(a) Classification Criteria

(i) General

A wage group 1 employee is an initial recruit who is unable to meet the competency requirements of wage group 2 employees.

Additionally, wage group 1 employees:

- (A) will complete a program of induction training;
- (B) scope of this wage group and to progress to wage group 2.
- (C) will be trained and hold the appropriate licence/certification before being required to operate plant or equipment that requires a licence/certificate to operate.

(ii) Induction training

Induction training will include the following:

- (A) basic occupational health and safety;
- (B) first aid;
- (C) conditions of employment; and
- (D) company policies and objectives.

(iii) Level of responsibility

An employee at this wage group will:

- (A) work under direct supervision either individually or in a team environment, with regular checking of their work;
- (B) work to predetermined standards, procedures and outcomes;
- (C) be responsible for identifying and solving minor problems which occur in the work process they are directly responsible for; and
- (D) be responsible for keeping own work area safe and clean.

(iv) Skills required

A wage group 1 employee will develop through training and exercise the following skills:

- (A) the ability to follow instructions;
- (B) manual handling skills;
- (C) the ability to follow standards and procedures;
- (D) the ability to make judgements by eye of size and shape;
- (E) the ability to undertake basic quality control/assurance procedures including recognising basic quality deviations/faults;
- (F) the ability to utilise basic process control procedures;
- (G) ability to operate basic, pre-set cutting equipment;
- (H) ability to use hand power tools safely; and
- (I) problem solving skills.

(v) Knowledge required

A wage group 1 employee will develop through training and then exercise the following knowledge:

- (A) broad knowledge of their industry sector and operations at the enterprise;
- (B) broad understanding of all functions carried out in the enterprise;
- (C) an understanding of the employment conditions set out in the award and enterprise policies and procedures relating to conditions;
- (D) an understanding of basic quality control/assurance procedures for their sector;
- (E) an understanding of basic process control procedures for their sector;
- (F) an understanding of occupational health and safety procedures for pre-set cutting equipment and other health and safety regulations and procedures relevant to the wage group;
- (G) basic knowledge of timber, veneer, plywood and other resources used in their sector use and their value; and
- (H) knowledge of the functions and use of hand tools, base technology, saws, machines, and equipment for this Wage group.

(b) Indicative Tasks

(i) Wood Panel Products Sector

- (A) uses selected hand tools;
- (B) centre feeder and/or core feeder and/or coverlayer and/or assistant in glue spreading;
- (C) veneer joiner and/or repairer where the work is done by hand with less than one year's experience;
- (D) tapeless veneer joining machine - with less than one year's experience;
- (E) operator on power-operated veneer edge truing or trimming machine (saw, cutter block or guillotine) where the machinist is never required to set up the machine nor to grind the knives and

- cutters but is merely an operator or feeder of the machine;
- (F) assembling veneers with film glue;
- (G) plywood and veneer grader grading into three or more classes;
- (H) flat press operators and assistants not elsewhere specified;
- (I) operates manual transfer equipment;
- (J) assistant to lathe or slicer operator;
- (K) plywood scarfing machine where the machinist is never required to set up the machine nor to grind the knives and cutters but is merely an operator;
- (L) assistant to veneer kiln drier or re-drier operator who operates a drying kiln;
- (M) other operators of immunising plant;
- (N) assistant on veneer clipper machine;
- (O) taping and glue thread machinist with less than one year's experience;
- (P) operator of plywood trimming machine using parallel saws;
- (Q) belt sander in sanding of plywood faced with rotary peel veneer;
- (R) edge gluing veneer by hand or roller for tapeless joining machine;
- (S) guillotine operator, not elsewhere included;
- (T) feeder and/or assistant on automatic core assembling machine;
- (U) operator of folding machine; and
- (V) glue spreading spray gun operator.

(ii) Sawmilling and Processing Sector

- (A) sorts, stacks and binds materials;
- (B) uses selected hand tools;
- (C) racks timber (manually or mechanically);
- (D) assembles boxes and crates;
- (E) grades round poles and peels posts for preservation;
- (F) operates manual transfer equipment;
- (G) produces beams using nail plates;
- (H) operates a range of basic preset wood machines as prescribed within the current definitions of the Award appropriate to this Wage group;
- (I) assists in preparing timber orders by selecting pre-cut timber from stocks;
- (J) operates chainsaw at a basic level ancillary to normal duties.

(iii) Timber Manufactured Products Sector

- (A) assists in assembling wall frames and trusses;
- (B) sorts, stacks and binds materials;
- (C) uses selected hand tools;
- (D) racks timber (manually or mechanically);
- (E) assembles boxes and crates;
- (F) primes and paints;
- (G) operates door and/or panel trimming machines where the operator is not required to set up such machine nor to grind the knives and cutters;
- (H) operates punching and notching machines;
- (I) operates manual and motorised transfer equipment;
- (J) produces beams using nail plates;
- (K) points posts;
- (L) operates a range of basic preset wood machines as prescribed within the current definitions of the Award appropriate to this Wage group;
- (M) operates chainsaw at a basic level ancillary to normal duties;
- (N) operates cross cut and bench saws in box and case factories;
- (O) measures and records sawn timber;
- (P) assists sawyer to change bandsaw.

(iv) Merchandising Sector

- (A) sorts, stacks and binds materials;
- (B) uses and maintains selected hand tools;
- (C) operates a chainsaw at a basic level ancillary to normal duties;
- (D) assists sawyer to change bandsaw;
- (E) operates manual and motorised transfer equipment;
- (F) assists in assembling wall frames and roof trusses;
- (G) primes and paints;
- (H) operates a range of basic preset wood machines as prescribed within the current definitions of the Award appropriate to this Wage group.

(v) Harvesting Sector

- (A) landing builder or repairer;
- (B) operates a chainsaw at a basic level ancillary to normal duties;
- (C) crosscut and trim logs on the landing/dump;
- (D) segregation of logs and sleepers;
- (E) loader trimming and cutting logs in pine plantations;
- (F) loader or turner sleepers over 1.5 metres long;
- (G) pulpwood cutter and/or splitter;
- (H) spar or plank road builder;
- (I) woodcutter for charcoal or firewood;
- (J) log measurer.

(vi) Forest Growing and Management Sector

- (A) uses selected hand tools;
- (B) prepares a growing media;
- (C) provides worksite support;
- (D) tend forest nursery plants;
- (E) plant trees by hand;
- (F) release trees using manual tools or machinery;
- (G) undertake direct seeding.

(c) Promotion criteria

Employees should be given the opportunity to participate in ongoing skills training to enable promotion to the next wage group.

Employees remain at this wage group until capable of effectively demonstrating through formal or informal assessment or appropriate certification, the tasks required of the next wage group, so as to enable promotion as a position becomes available or the employee being required to carry out higher duties.

5.1.4 *Classification Definitions - Wage group 2 (87.4%).*

(a) Classification Criteria

(i) General

A wage group 2 employee is one who possesses the competencies, either through formal or informal assessment or appropriate certification, of a relevant AQF Level 1 qualification from the *Forest and Forest Products Training Package* or other relevant equivalent qualification and performs the work within the scope of this wage group.

(ii) Level of responsibility

An employee at this wage group:

- (A) will work under direct supervision either individually or in a team environment, with regular checking of their work;
- (B) will be responsible for the quality of their own work subject to supervision;
- (C) will apply their knowledge and skills to a limited range of tasks and roles within a specified range of contexts;
- (D) will work within established routines, according to clear, set procedures and standards;
- (E) will exercise discretion and judgement against established criteria within level of skills and training and the scope of the Wage group;
- (F) will operate flexibly between work stations and machines;
- (G) will be responsible for identifying and solving problems which occur in the work process they are directly responsible for and for identifying and reporting problems outside their own work processes;
- (H) will be responsible for keeping their own work area safe and clean; and
- (I) may assist skilled trainers in the provision of on the job training.

(iii) Skills required

In addition to that outlined in wage group 1:

- (A) ability to interpret and follow plans and procedures;
- (B) problem solving skills;
- (C) ability to operate machinery/saws/equipment according to prescribed procedures and standards

- appropriate to this Wage group;
- (D) ability to grade timber veneer and plywood according to obvious defects and to exercise quality control; and
- (E) ability to record in writing simple information relating to physical dimensions and species of timber.

(iv) Knowledge required

In addition to that outlined in wage group 1:

- (A) knowledge of commonly used timbers veneers and plywood their value, and what product they can be used for;
- (B) knowledge of storage, stacking and drying techniques;
- (A) knowledge of the functions and use of saws, machines and equipment for this Wage group;
- (B) knowledge of occupational health and safety procedures/regulations appropriate to this Wage group;
- (C) knowledge of the industry standards for tasks performed at this Wage group; and
- (D) knowledge of quality control standards appropriate to this Wage group.

(b) Indicative Tasks

(i) Wood Panel Products Sector

- (A) centre layer and/or corelayer and/or coremaker building up solid timber and/or veneer centres;
- (B) veneer joiners and/or repairers where the work is done by hand with one year's experience;
- (C) operator on power-operated veneer edge truing or trimming machine (cutter block or guillotine) where the machinist has not been required to grind the knives and cutters but is at any time required to set up the machine and then only from such time as the employee is required so to act;
- (D) operator of hot press who sets the pressure and temperature but is not required to calculate areas and pressures and control temperatures;
- (E) operator of rotary veneer peeling lathe or slicing veneer machine;
- (F) plywood scarfing machinist where the machinist has not been required to grind the knives and cutters but is at any time required to grind the knives and cutters but is at any time required to set up the machine and then only from such time as the employee is required so to act;
- (G) veneer kiln drier heat plant operator or re-drier operator who operates a drying kiln drier or re-drier or who may be required to make temperature readings and records thereof;
- (H) veneer clipper operator in conjunction with rotary peeling lathe or slicing machine;
- (I) operates and maintains mechanical debarking equipment including grinding and sharpening blades;
- (J) taping glue thread, edge glued machinist with more than one year's experience;
- (K) band sawyer using band saw up to 90 centimetres capacity, rough cutting and trimming;
- (L) operator of the belt sander in sanding of plywood faced with fancy sliced veneer;
- (M) operator employed on gluing jigs and/or cramps for the laminating fabrication or assembling of veneers, timber and plywood;
- (N) operator of power-operated veneer edge truing or trimming machine saw (saw type) where the operator is required to set up and sharpen the saw;
- (O) veneer splicing machine; and
- (P) adhesive solution mixer where test control procedures are not required.

(ii) Sawmilling and Processing Sector

- (A) preliminary processing of logs;
- (B) operates and maintains mechanical debarking equipment;
- (C) demonstrates basic keyboard skills;
- (D) assembles pallets, boxes and crates;
- (E) controls the flow of materials through mill;
- (F) operates, resets and maintains planing machines;
- (G) operates recovery bench, breaking down rig (no sizing mode), bench controls;
- (H) operates and maintains drilling machines, static press, snatcher, tilt hoist;
- (I) operates and maintains chipping machines;
- (J) assists breaking down sawyer;
- (K) sets up single multi-rip saws, band resaw and circular saws within the scope of the Wage group;
- (L) operates and maintains chainsaws;
- (M) prepares timber orders and tallies timber;
- (N) grades timber as required;
- (O) grades timber visually according to quality;
- (P) operates pulpwood processing equipment;
- (Q) laminates, fabricates or assembles timber, plywood and veneers;
- (R) assists a tradesperson to carry out their duties;

- (S) sets up and operates a range of wood machines as prescribed within the current definitions of the Award appropriate to this Wage group;
- (T) operates waste chipper/hogger;
- (U) sorts on boardline or similar process;
- (V) operates traverser machine;
- (W) tails out moulder, planer or equivalent machinery and pulls out behind saw benches;
- (X) operates docking and/or trim saws to eliminate defects.

(iii) Timber Manufactured Products Sector

- (A) assembles cable drums;
- (B) demonstrates basic keyboard skills;
- (C) assembles pallets, boxes and crates appropriate to this Wage group;
- (D) assembles wall and roof trusses appropriate to this Wage group;
- (E) assists in setting up jig for standard "A" roof trusses;
- (F) sets up and operates a range of saws including docking saws appropriate to this Wage group;
- (G) tails out, checks timber and docks out faults;
- (H) sets up and operates a range of wood machines as prescribed in the current definitions of the Award appropriate to this Wage group;
- (I) surfaces floors;
- (J) bends timber by hand and machine;
- (K) assists in preparation of logs in log cabin manufacture.
- (L) operates spray painting machine;
- (M) operates and maintains chainsaws to a higher level than Wage group 2;
- (N) prepares timber orders and tallies timber;
- (O) grades timber visually according to quality;
- (P) operates door and/or panel machines appropriate to this Wage group;
- (Q) assembler;
- (R) assistant or other operator to a laminated beam maker;
- (S) laminates, fabricates or assembles timber, plywood and veneers;
- (T) assists a tradesperson to carry out duties;
- (U) removes and replaces saw blades on dresser;
- (V) operates traverser machine;
- (W) tails out moulder, planer or equivalent machinery and pulls out behind saw benches;
- (X) operates docking and/or trim saws to eliminate defects.

(iv) Merchandising Sector

- (A) demonstrates basic keyboard skills;
- (B) size and straighten timber to feed dresser;
- (C) tails out, moulder, planer or equivalent machinery and pulls out behind saw benches;
- (D) checks timber and operates docking and/or trim saw to eliminate defects;
- (E) sets up and operates a range of wood machines as prescribed within the current definitions of the Award appropriate to this Wage group;
- (F) sets up and operates a range of saws including docking saws appropriate to this Wage group;
- (G) grades timber visually according to quality;
- (H) prepares timber orders and tallies timber;
- (I) assists a tradesperson to carry out their duties;
- (J) assembles wall and roof trusses appropriate to this Wage group;
- (K) assists in setting up jig for standard "a" roof trusses;
- (L) responds to customer routine enquiries and lays out stock for delivery driver;
- (M) removes and replaces saw blades on dresser.

(v) Harvesting Sector

- (A) operates mechanical debarking equipment;
- (B) operates chipping machines;
- (C) operates log splitting machine;
- (D) offsider to logging tractor or bulldozer driver;
- (E) faller - pine plantation;
- (F) pole handler;
- (G) operates and maintains chain saws.

(vi) Forest Growing and Management Sector

- (A) uses selected hand tools;
- (B) prepares a growing media;
- (C) provides worksite support;

- (D) tend forest nursery plants;
- (E) plant trees by hand;
- (F) release trees using manual tools or machinery;
- (G) assist in the application of chemicals and biological agents;
- (H) assist in the application of herbicides;
- (I) assist in collecting seeds from a variety of forest sites;
- (J) assist in carrying out basic road construction, maintenance and general civil construction
- (K) assist in maintaining fire breaks in forest areas by using hand held items of equipment;
- (L) assist in hand sowing grass;
- (M) assist in carrying out minor maintenance activities such as fencing, standing wind blown trees, laying rat traps etc, using manual methods and tools;
- (N) assist in collecting soil samples in plantations.

(c) Promotion criteria

Employees should be given the opportunity to participate in ongoing skills training to enable promotion to the next wage group.

Employees remain at this wage group until capable of effectively demonstrating through formal or informal assessment or appropriate certification, the tasks required of the next wage group, so as to enable promotion as a position becomes available or the employee being required to carry out higher duties.

5.1.5 *Classification Definitions - Wage group 3 (92.4%).*

(a) Classification Criteria

(i) General

A wage group 3 employee is one who possesses the competencies, either through formal or informal assessment or appropriate certification, of a relevant AQF 2 level qualification from the *Forest and Forest Products Training Package* or other relevant equivalent qualification and performs the work within the scope of this wage group.

(ii) Level of responsibility

An employee at this wage group:

- (A) will work under routine supervision, either individually or in a team environment, with intermittent checking of their work;
- (B) will be responsible for assuring the quality of work in their own area;
- (C) will work to set standards, methods, routines and procedures in completing individual tasks, where the choice of actions is usually clear with limited complexity in the choice;
- (D) will be responsible for identifying and solving problems which occur in the work process they are directly responsible for, and in conjunction with others for identifying and solving problems in the work area; and
- (E) may assist skilled trainers in the provision of on the job training.

(iii) Skills required

In addition to that outlined in wage group 2:

- (A) ability to work from complex instructions and procedures;
- (B) ability to set up and adjust machines to produce a specific product;
- (C) ability to drive and operate mobile machinery;
- (D) ability to complete simple clerical tasks;
- (E) problem solving skills;
- (F) ability to select suitable methods for completing tasks and plan the order in which to complete them; and
- (G) ability to assess timber veneer and plywood for cutting giving regard to quality and the purpose it will be used for.

(iv) Knowledge required

In addition to that outlined in wage group 2:

- (A) knowledge of saws, machinery and equipment used at this wage group;
- (B) knowledge of occupational health and safety legislation and procedures appropriate to this wage group; and

(C) knowledge of the industry standards for tasks performed at this wage group.

(b) Indicative Tasks

(i) Wood Panel Products Sector

- (A) maintains and fault finds on plant and equipment (including lubrication);
- (B) adhesive solution mixer where the employee is required to mix, test control and check in operation and is responsible for its proper use;
- (C) veneer matcher responsible for selecting and setting out fancy sliced veneers to design or specification;
- (D) operator of power-driven veneer edge truing or trimming machine (cutter block or guillotine) where the operator is required to grind the knives and cutters and set up the machine;
- (E) employee in charge of hot process who sets pressures and temperatures and who is responsible for calculating areas and pressures and controlling temperatures and operators of specialty presses;
- (F) rotary veneer peeling lathe or slicing machine operator who sharpens knives and/or sets up the machine;
- (G) sharpens lathe knives, pressure bars, clipper blades and chipper;
- (H) plywood scarfing machinist where the machinist is ever required to set up the machine and grind the knives and cutters and then only from such time as the employee is required so to act;
- (I) employee in charge of veneer kiln heat plant operator or re-drier (plate roller or conveyor type) who is required to adjust temperatures, humidity, conditions, calculate moisture contents, test and control;
- (J) immunising plant operator who is required to control temperatures, preservative contents in solution and analyse treated timbers and/or veneer samples;
- (K) operator of Torwegge or similar automatic core assembling machine who is required to set up and adjust the machine and is fully responsible for the operation of such machine;
- (L) employee in charge of paper honeycomb making machine;
- (M) operator in graining machine where the operator is required to set up the machine and sharpen the blades;
- (N) operates and maintains mobile equipment appropriate to this Wage group;
- (O) demonstrates intermediate keyboard skills including CNC operations in saws and/or machines where the operator controls one process only; and
- (P) operates and maintains hydraulic debarking equipment.

(ii) Sawmilling and Processing Sector

- (A) maintains and fault finds on plant and equipment (including lubrication);
- (B) maintains mill buildings;
- (C) performs non-trade carpentry functions;
- (D) operates and maintains mobile equipment (multi-skilled operator - loader, fork-lift, crane);
- (E) demonstrates intermediate keyboard skills including CNC operations in saws and/or machines where the operator controls one process only;
- (F) sets up, monitors and operates twin edgers, single and double bandsaws, bench saw not cutting to size;
- (G) operates optimising docker (computerised) and finger jointer.
- (H) grades timber (includes mechanical stress grader);
- (I) sharpens saws (tensioning);
- (J) analyses log moisture content and select preservation method;
- (K) prepares preservation solution and appropriate paperwork at the appropriate Wage group;
- (L) loads/unloads cylinder and monitors faulty operation at the appropriate Wage group;
- (M) laminated beam maker - responsible for setting up machine, setting out product and operating machine other than on a continuous basis;
- (N) selects, grades and marks materials for remanufacture and from stock for filling orders including tallying, measuring and checking of complete orders and compiling for dispatch;
- (O) operates and maintains hydraulic debarking equipment;
- (P) attends boiler/kilns as required and responsible for temperature readings and records;
- (Q) sharpens saws (with or without tensioning) chainsaws, hand tools, knives, grinds and sharpens debarker/chipper blades and operates punching press for saws (without tipping);
- (R) operates and maintains mechanical stacking and sorting equipment.

(iii) Timber Manufactured Products Sector

- (A) maintains and fault finds on plant and equipment (including lubrication);
- (B) operates high frequency machine and edge band as a gluer;
- (C) operates and maintains mobile equipment appropriate to this Wage group;
- (D) demonstrates intermediate keyboard skills including CNC operations in saws and/or machines where the operator controls one process only;

- (E) sets up, monitors and operates twin edgers, single and double bandsaws, circular saws;
- (F) operates optimising docker (computerised);
- (G) grades timber (both quality and stress);
- (H) assembles wall frames and roof trusses appropriate to this Wage group including operation and responsibility for wall frame fabricating machines manually controlled;
- (I) sharpens saws (with or without tensioning), chainsaws, hand tools, knives and dresser blades and operates punching press for saws (without tipping);
- (J) bends timber using own forms and equipment and operates machine;
- (K) assembles prepared pieces of timber (as defined);
- (L) glazes;
- (M) operates log preparing machine and fabricates modules - log cabin manufacture;
- (N) makes knives from beginning to end as a sawmaker;
- (O) operates gluing jigs for laminating veneers or timber;
- (P) laminated beam maker - responsible for setting up machine, setting out product and operating machine other than on continuous process;
- (Q) selects, grades and marks materials for remanufacture and from stock for filling orders including tallying, measuring and checking of complete orders and compiling for dispatch;
- (R) operates and maintains mechanical stacking and sorting equipment.

(iv) Merchandising Sector

- (A) maintains and fault finds on plant and equipment (including lubrication);
- (B) operates mobile equipment appropriate to this Wage group;
- (C) demonstrates intermediate keyboard skills including CNC operations in saws and/or machines where the operator controls one process only;
- (D) grades timber (both quality and stress);
- (E) selects, grades and marks materials for remanufacturing and from stock for filling orders including tallying, measuring and checking of complete orders and compiling for dispatch.
- (F) collects payment for goods from customer;
- (G) maintains delivery schedules;
- (H) sets up, monitors and operates band or circular saw;
- (I) assembles wall frames and roof trusses appropriate to this Wage group including operation and responsibility for wall frame fabricating machines manually controlled;
- (J) sharpens saws (with or without tensioning) chainsaws, hand tools, knives, grinds and sharpens debarker/clipper blades and operates punching press for saws (without tipping).

(v) Harvesting Sector

- (A) operation of mobile equipment appropriate to this wage group up to and including 13,500 kg;
- (B) operator of tree harvester;
- (C) operator of buckler - limber - buncher machine (logma);
- (D) faller who works alone, selects trees and sharpens own saws;
- (E) faller other;
- (F) operates and maintains chipping machines;
- (G) pole dresser;
- (H) performs non-trade carpentry functions;
- (I) spotter at spot mills.

(vi) Forest Growing and Management Sector

- (A) use selected hand tools;
- (B) prepare a growing media;
- (C) provide worksite support;
- (D) tend forest nursery plants;
- (E) plant trees by hand;
- (F) release trees using manual tools or machinery;
- (G) undertake direct seeding;
- (H) select trees;
- (I) apply chemicals and biological agents;
- (J) apply herbicide for weed control using manual methods and tools;
- (K) collect seeds from a variety of forest sites;
- (L) carry out basic road construction, maintenance and general civil construction
- (M) maintain fire breaks in forest areas by using hand held items of equipment;
- (N) hand sow grass;
- (O) carry out minor maintenance activities such as fencing, standing wind blown trees, laying rat traps etc, using manual methods and tools;
- (P) collect soil samples in plantations
- (Q) prune selected trees by using hand held saws;

- (R) maintain forest assets and facilities by using motor mowers, basic hand held tools, painting and cleaning
- (S) drive light motor vehicles up to 1.27 tonne including 4WD vehicles as required;
- (T) operate motorcycles as required;
- (U) manually thin selected trees;
- (V) distribute baits
- (W) carry out basic site preparation work;
- (X) assist with ancillary activities in basic fire fighting;
- (Y) assist in control burning operations;
- (Z) assist with the disposal of tree tops, resulting from saw log operations, by burning;

(c) Promotion criteria

Employees should be given the opportunity to participate in ongoing skills training to enable promotion to the next wage group.

Employees remain at this wage group until capable of effectively demonstrating through formal or informal assessment or appropriate certification, the tasks required of the next wage group, so as to enable promotion as a position becomes available or the employee being required to carry out higher duties.

5.1.6 *Classification Definitions - Wage group 4 (100%.)*

(a) Classification Criteria

(i) General

A wage group 4 employee is one who possesses the competencies, either through formal or informal assessment or appropriate certification, of a relevant AQF 3 level qualification from the *Forest and Forest Products Training Package* or other relevant equivalent qualification and performs the work within the scope of this wage group.

Timber Tradespersons (other than Saw Doctors) shall be wage group 4 employees.

(ii) Level of responsibility

An employee at this wage group:

- (A) will work under limited supervision either individually or in a team environment, with checking of their work related to overall progress;
- (B) may be responsible for the work of others through the monitoring role;
- (C) will be responsible for work outcomes regarding quantity and quality in their own area, including their own work and the work of others;
- (D) will be required to exercise discretion in the planning and carrying out of work where there is some complexity in extent and choice of actions required;
- (E) will be responsible, with others, for identifying and solving problems in their work areas;
- (F) will be responsible for identifying and reporting problems in other work areas where they affect activity in their own work area;
- (G) if supervising others they will be responsible for initiating, co-ordinating and monitoring problem solving in own work area;
- (H) will inspect products and/or materials for conformity with established operational standards;
- (I) will conduct training in conjunction with a skilled trainer as required; and
- (J) may be required to supervise others in wage groups in the training situation.

(iii) Skills required

In addition to that outlined in wage group 3:

- (A) ability to understand and apply quality control techniques;
- (B) good interpersonal and communication skills;
- (C) keyboard skills at a level higher than Wage group 3;
- (D) ability to make decisions regarding work processes and implement them in own work area;
- (E) ability to use judgement based on experience to optimise productivity in own work area;
- (F) ability to supervise employees in the training situation.
- (G) ability to set up, operate and monitor mechanical and CNC equipment used in work area;
- (H) ability to work to standards requiring precision and attention to detail;
- (I) problem solving skills.

(iv) Knowledge required

In addition to that outlined in wage group 3:

- (A) detailed knowledge of their sector and work undertaken at the enterprise;
- (B) understanding of quality control techniques;
- (C) knowledge of industry standards for product and/or materials.
- (D) thorough knowledge of equipment/machinery used in the work area;
- (E) knowledge of occupational health, safety techniques and legislation for work undertaken at this wage group;
- (F) detailed knowledge of product used;
- (G) knowledge of training principles and practices.

(b) Indicative Tasks

(i) Wood Panel Products

- (A) operate and maintain mobile and lifting equipment and overhead crane appropriate to this wage group;
- (B) measure, weigh and record timber;
- (C) sharpen and align blades, cutters and routers
- (D) laminate or veneer board surfaces
- (E) mechanically stress grade boards
- (F) heat treat board
- (G) machine panels - advanced
- (H) process customer orders - advanced
- (I) press board by daylight process
- (J) control process effluent
- (K) operate steam boiler
- (L) plan and set up product assembly
- (M) produce veneer from debarked logs
- (N) press laminated ply
- (O) immunize veneer
- (P) dry materials (incl. in flash dryer)
- (Q) form and press board - continuous press
- (R) operate heat / energy plant
- (S) trim, mark and grade laminated board
- (T) classify flake
- (U) refine fibre
- (V) test product in laboratory

(ii) Sawmilling and Processing Sector

Timber Tradesperson

- (A) operates all lifting equipment incidental to own work;
- (B) performs non-trade tasks incidental to own work;
- (C) performs work which, while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- (D) inspects products and/or materials for conformity with established operational standards as required.
- (E) sets up and operates a range of wood machines appropriate to this wage group.

Other Employees

- (A) operates a breaking down rig (primary conversion with sizing);
- (B) operates No. 1 bench;
- (C) supervision of kiln operations;
- (D) weighs and records loads of timber and maintains security of the premises;
- (E) operates shiploading equipment;
- (F) laminated beam maker - responsible for setting up machine, setting out product and operating machine on a continuous process.

(iii) Timber Manufactured Products Sector

Timber Tradesperson

- (A) operates all lifting equipment incidental to own work;

- (B) performs non-trade tasks incidental to own work;
- (C) performs work which, while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- (D) inspects products and/or materials for conformity with established operational standards as required;
- (E) sets up, monitors and operates a range of preset wood machines appropriate to this wage group including multi headed square dresser.

Other Employees

- (A) operates and maintains mobile equipment appropriate to this Wage group;
- (B) estimator;
- (C) laminated beam maker - responsible for setting up machine, setting out product and operating machine on a continuous process;
- (D) hardens/tempers/beats out saws;
- (E) weighs and records loads of timber;
- (F) maintains security of the premises;
- (G) sets up and operates door and/or panel trimming machine and grinds knives and cutters;
- (H) operates CNC wall frame fabricating machine;
- (I) sets up truss jigs;
- (J) breaks down and finishes on anvils;
- (K) prepares cutting list of timber for use in the manufacture of building components from builders, architects or other plans;

(iv) Merchandising Sector

Timber Tradesperson

- (A) operates all lifting equipment incidental to own work;
- (B) performs non-trade tasks incidental to own work;
- (C) performs work which, while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task such incidental or peripheral work would not require additional formal technical training;
- (D) inspects products and/or materials for conformity with established operational standards as required;
- (E) sets up, monitors and operates range of preset wood machines appropriate to this wage group including multi-headed square dresser.

Other Employee

- (A) sets up truss jigs;
- (B) prepares cutting lists of timber for use in the manufacture of building components from builders, architects or other plans;

(v) Harvesting Sector

- (A) inspect logs for conformity with established operational standards (grade and segregate);
- (B) operates harvesting and extraction equipment in a mechanical harvesting environment appropriate to this Wage group;
- (C) operation of mobile equipment to a level higher than Wage group 4 over 13,500 kg;
- (D) fall and process trees of any species which are possible to work safely;
- (E) broad axeperson;
- (F) adzperson;
- (G) axeperson employed using chipping axe taking off bark and lumps from logs for use in veneer mills;
- (H) ribber or tree climber;
- (I) head faller;
- (J) forwarder log handling machine;
- (K) operator of grapple saw.

(vi) Forest Growing and Management Sector

- (A) uses tools and operates all equipment incidental to own work;
- (B) performs tasks incidental to own work;
- (C) inspects forest growing and maintenance tools, equipment and materials for conformity with established operational standards as required;
- (D) operates small motorised items of plant;

- (E) collect seed by the use of a cherry picker;
- (F) prepare baits for distribution in the forests;
- (G) prepare and mix chemicals and biological agents for field application;
- (H) prepare and mix herbicides for field application;
- (I) perform silvicultural treatment activities;
- (J) undertake tree marking activities;
- (K) assist with forestry surveys;
- (L) undertake training in truck and machinery operation, if required;
- (M) carry out tree felling in a variety of situations;
- (N) drive medium size trucks with carrying capacity up to 2 tonne;
- (O) carry out road construction and maintenance and general civil construction;
- (P) assist in blasting operations;
- (Q) assist in steel fabrication and timber construction;
- (R) undertake control pegging for construction and maintenance activities;
- (S) undertake traffic control;
- (T) act as fire tower observer as required;
- (U) undertakes controlled burning activities and fire fighting

(c) Promotion criteria

Employees should be given the opportunity to participate in ongoing skills training to enable promotion to the next wage group.

Employees remain at this wage group until capable of effectively demonstrating through formal or informal assessment or appropriate certification, the tasks required of the next wage group, so as to enable promotion as a position becomes available or the employee being required to carry out higher duties.

5.1.7 *Classification Definitions - Wage group 5 (105%.)*

(a) Classification Criteria

(i) General

A wage group 5 employee is one who demonstrates the responsibility, skills and knowledge specified below and performs the work within the scope of this wage group.

All Saw Doctor tradespersons shall be wage group 5 employees.

(ii) Level of responsibility

An employee at this wage group:

- (A) will work under general supervision either individually or in a team environment;
- (B) will exercise discretion within the scope of this grade
- (C) will carry out a range of tasks and roles in a variety of contexts with some complexity in extent and choice of actions required;
- (D) will exercise trade or other skills relevant to the specific requirements of the enterprise at a higher level than Wage group 4;
- (E) will be responsible for planning their own work and the work of others and for the quality and quantity of that work, ensuring it is completed on time to established standards;
- (F) will be responsible for a high degree of precision and accuracy in all work performed;
- (G) will be responsible, in conjunction with others for identifying and solving problems in their own work area;
- (H) may be responsible for the operations of a work team and for providing guidance and assistance as part of that team;
- (I) will be responsible for identifying and reporting problems in other work areas where they affect activity in own work area;
- (J) will supervise and train staff as required;
- (K) if supervising others the employee will be responsible for initiating, co-ordinating and monitoring problem solving in their own work area.

(iii) Skills required

In addition to that outlined in wage group 4:

- (A) the ability to plan work for self and others;
- (B) problem solving skills;
- (C) the ability to understand and implement quality control techniques to the work of self and others;

- (D) the ability to plan, conduct and evaluate training both on and off-the-job, one to one and in wage groups;
- (E) keyboard skills at a level higher than wage group 4;
- (F) effective interpersonal and communication skills;
- (G) the ability to apply relevant legislation to work of self and others;
- (H) ability to plan, conduct and evaluate training both on and off-the-job, one to one and in wage groups.

(iv) Knowledge required

In addition to that outlined in wage group 4:

- (A) detailed knowledge of their sector and operations in the enterprise;
- (B) in-depth knowledge of health and safety regulations and procedures relevant to this wage group;
- (C) a knowledge of training principles and practices;
- (D) knowledge of CAD/Cam operations.

(b) Indicative Tasks

(i) Wood Panel Products

- (A) operates a wide range of complex machines, saws and/or equipment in the workplace;
- (B) exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards of this award;
- (C) supervision and training of employees as required;
- (D) estimator.

(ii) Sawmilling and Processing Sector

Saw Doctors

- (A) hardens/tempers/beats out saws;
- (B) manufactures saws from blank ribbon steel, including band saws of varying widths;
- (C) punches, grinds, swages, sets hard tips saw teeth;
- (D) tensions and wage groups circular saws;
- (E) grinds sharpens and sets circular saws;
- (F) maintains chain saws, hand saws and frame saws;

Other Employees

- (A) operates a wide range of complex machines, saws and/or equipment in the workplace;
- (B) exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards of this award;
- (C) supervision and training of employees as required.

(iii) Timber Manufactured Products Sector

- (A) operates a wide range of complex machines, saws and/or equipment in the work place;
- (B) exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards of this Award;
- (C) supervision and training of employees as required;

(iv) Merchandising Sector

- (A) operates a wide range of complex machines, saws and/or equipment in the workplace;
- (B) exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards of this award;
- (C) supervision and training of employees as required;

(v) Harvesting Sector

- (A) supervise and coordinate staff;
- (B) provide training and guidance to subordinate staff;
- (C) operate specialist fire tankers and assist in wildfire suppression;
- (D) act as crew leader during firefighting operations;
- (E) prepare tenders
- (F) conduct wood volume / yield assessment
- (G) tree jacking

- (H) recover felled logs using cables - hook tender
- (I) design log landings and snig tracks
- (J) ensure safe work practices are maintained;
- (K) carry out supervision of routine maintenance of construction and forestry machines and equipment;
- (L) carry out administrative work in accordance with established procedures;

(vi) Forest Growing and Management Sector

- (A) supervise and coordinate staff;
- (B) provide training and guidance to subordinate staff;
- (C) independently carry out tree marking for commercial thinning, final crop logging or native timber removal or retention;
- (D) select and treat native forest regeneration;
- (E) operate specialist fire tankers and assist in wildfire suppression;
- (F) act as crew leader during firefighting operations;
- (G) carry out administrative work in accordance with established procedures;
- (H) ensure safe work practices are maintained;
- (I) supervise the implementation and maintenance of earthworks in situations of site preparation, fire breaks, fire fighting and roads;
- (J) carry out supervision of routine maintenance of construction and forestry machines and equipment;
- (K) attend to ordering, recording storage and issue of stores, herbicides, chemicals, fuel oils and miscellaneous items;
- (L) supervise the use and application of herbicides, chemicals and biological agents.

5.1.8 Other definitions

In this Award unless the contrary intention appears:

- (a) 'Cadet' means a person employed in a system of training to attain a forest industry Diploma level qualification approved by the Australian National Training Authority or the Queensland State Training Authority.

Cadets who commence their cadetship prior to 30 May 2002 may be employed as a trainee (as defined).
Cadets who commence their cadetship after 30 May 2002 cannot be employed as a trainee (as defined).

Persons employed as trainees (as defined) on or after 30 May 2002 cannot be employed as a Cadet under this Award. They are employed under the Order of the Commission - *Apprentices and Trainees Wages and Conditions (Excluding Certain Government Entities)*.

- (b) 'Forest' means any land within the State of Queensland in which the work described in Clause 1.7 of this Award under the *Harvesting Sector* and the *Forest Growing and Management Sector* is carried out.
- (c) 'Saw Doctor' is a Timber Tradesperson who holds a trade certificate, certificate of recognition or tradespersons rights certificate as a Saw Doctor issued by the appropriate State or Commonwealth authority, who may be required to manufacture from blank ribbon steel band saws of varying widths and who punches teeth, grinds teeth, swages and sets, hard tips teeth, tensions and waxes groups 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.

An employee who does not possess the relevant certificate may be employed as a Saw Doctor if they possess the relevant competencies of a Saw Doctor and perform Saw Doctor's work.

An employee who only sharpens and sets saws, using either hand or automatic grinding equipment, file setting lever and setting gauge saw sharpener is not a Saw Doctor.

- (d) 'Timber and/or Wood'. Reference to timber and/or wood in this Award without in anyway limiting the ordinary meaning of the words, also includes any artificial or laminated or manufactured material now in existence or hereafter coming into existence from whatever materials made or constructed or manufactured, which is or can be used in the place of wood or timber and worked in a similar manner as wood or timber.
- (e) 'Timber Tradesperson' is an employee who holds a trade certificate, certificate of recognition or tradespersons rights certificate issued by the appropriate State or Commonwealth authority and is able to exercise the skills and knowledge of that trade and may be required to supervise other employees.

An employee who does not possess the relevant certificate may be employed as a Timber Tradesperson if they possess the relevant competencies of a Timber Tradesperson and perform Timber Tradesperson's work.

5.2 Wage rates

5.2.1 Adults

Subject to clause 5.6 the minimum rates of wages to be paid to the undermentioned classes of employees in the Southern Division, Eastern District shall be as follows:

Leave is reserved for the parties to develop suitable classifications and wage groups above 105% relativity to cater for AQF qualification levels above AQF III.

| Wage group | Base rate payment \$ | Relativity % |
|--------------------|----------------------------|-----------------|
| 5 | 702.90 | 105 |
| 4 | 682.00 | 100 |
| 3 | 648.30 | 92.4 |
| 2 | 627.40 | 87.4 |
| 1 (after 3 months) | 604.90 | 82 |
| 1 (first 3 months) | 588.20 | 78 |

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

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

5.2.2 Cadets

| | Percentage of adult rate prescribed in Wage group 3 for the respective Division % |
|------------------------------|--------------------------------------------------------------------------------------------|
| 17 and under 18 years of age | 60 |
| 18 and under 19 years of age | 70 |
| 19 and under 20 years of age | 80 |
| 20 and under 21 years of age | 90 |
| 21 and under 22 years of age | 100 |
| 22 and under 23 years of age | 110 |

5.2.3 Juniors

| | Percentage of adult rate prescribed in Wage group 1 (after 3 month rate) for the respective Division % |
|------------------------------|-----------------------------------------------------------------------------------------------------------------|
| Under 16 years of age | 45 |
| 16 and under 17 years of age | 50 |
| 17 and under 18 years of age | 55 |
| 18 and under 19 years of age | 65 |
| 19 and under 20 years of age | 75 |
| 20 and under 21 years of age | 85 |

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

5.2.4 Piecework rates

The following provisions shall apply to pieceworkers only:

The weekly rates of pay referred to in clauses 4.5.2(a) and 4.5.2(c)(Pieceworkers) shall be:

Southern Division

Southern Division

| | Eastern District Per Week \$ | Western District Per Week \$ |
|---------------------------------|------------------------------------|------------------------------------|
| Forest Hardwoods and Scrubwoods | 1,214.65 | 1,216.19 |
| Cypress Pine | 1,202.55 | 1,206.01 |
| Hoop and Bunya Pine | 1,183.73 | |
| Plantation Timbers - | | |
| Bark on | 1,085.51 | |
| Bark off | 1,074.74 | |

| | Mackay Division Per Week \$ |
|---------------------------------|-----------------------------------|
| Forest Hardwoods and Scrubwoods | 1,347.88 |
| Hoop Pine | 1,261.13 |

| | Northern Division Eastern District Per Week \$ |
|---------------------------------|------------------------------------------------------|
| Forest Hardwoods and Scrubwoods | 1,445.08 |
| Plantation Timbers - | |
| Bark on | 1,241.05 |

5.3 Allowances

5.3.1 *Payment of 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:
 - (i) An employee whilst on night shift which rotates with another shift shall be paid 15 % more than the ordinary rate:
 - (ii) The extra rate shall not apply to work performed on Saturdays and Sundays where extra payments apply to continuous shift work.

5.3.2 *Meal allowance*

See clause 6.5.18

5.3.3 *Forest work allowance*

All employees (other than pieceworkers) working in forests shall be paid an allowance of \$24.20 per week which shall be treated as part of the ordinary wage for the purposes of this Award to compensate for all disabilities encountered in this type of work (including difficult terrain and dense undergrowth). This allowance is to be included in the formula used in calculating piecework cutters rates in clause 5.2.13.

5.3.4 *Divisional and district allowances*

Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the rates of wage prescribed by clause 5.2 for employees employed within that District:

| | Adults Per Week \$ | Juniors Per Week \$ |
|-------------------------------------|-----------------------|------------------------|
| Northern Division, Eastern District | 1.05 | 0.53 |
| Northern Division, Western District | 3.25 | 1.63 |
| Mackay Division | 0.90 | 0.45 |
| Southern Division, Western District | 1.05 | 0.53 |

5.3.5 *Leading hands*

A "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 shall not mean

or include Kiln Operator in Charge, and Pole Yard Operations employee in charge, or other specified "in charge" classifications.

Employees whilst occupying the position of leading hand shall be paid the following additional rate, except where an 'in charge' classification exists the leading hand rate shall not apply unless specifically designated as such:

| | Per Week |
|---------------------------------------------------------------|----------|
| | \$ |
| When in charge of not more than 10 employees | 16.80 |
| When in charge of more than 10 and not more than 20 employees | 25.10 |
| When in charge of more than 20 employees | 33.50 |

5.3.6 *Hard surfacing*

Saw sharpeners required to apply hard surfacing materials on to teeth to saws shall be paid a skills allowance of \$7.45 in addition to ordinary rates for each day whilst so engaged.

5.3.7 *First aid allowance*

Any qualified employee appointed by the employer to perform first aid duty shall be paid \$13.60 per week in addition to their ordinary rate of pay.

5.3.8 *Motor vehicle allowance*

An employee, who, by agreement with the employer, used the employee's own motor vehicle on the employer's business shall be paid a motor vehicle allowance of 36 cents per kilometre.

5.3.9 *Cleaning lavatories*

Employees cleaning lavatories and urinals shall be paid \$4.17 extra on any day on which they are so employed.

5.3.10 *Night duty - Watchpersons*

Watchpersons engaged to perform their ordinary hours of duty outside of the span of hours prescribed in clause 6.1 (Hours of work) shall be paid 25% in addition to these rates.

5.4 Payment of wages

5.4.1 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; or

(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 their recognised pay day.

5.4.2 Employees shall be paid within 15 minutes of ceasing work.

5.4.3 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 within 15 minutes of ceasing work. If such wages are not paid within the time prescribed all waiting time in excess of 15 minutes shall be paid for at ordinary rates, with a maximum of 8 hours payment on any one day.

5.4.4 In the event of an employee being discharged or leaving without notice such employee shall be paid all wages due within 24 hours of the termination of the employment:

Provided that where payments of wages are made from a central location, consistent with an employer owning more than one mill, then all entitlements due shall be paid within 48 hours.

5.5 Occupational superannuation

5.5.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees, as defined in clause 5.5.3(b), shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.5.

5.5.2 Contributions

(a) Amount:

- (i) Other than Pieceworkers - 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 ten (10) cents.
 - (ii) Pieceworkers - As from 1 January 2005 every employer shall contribute on behalf of each employee who is a pieceworker as defined, an amount calculated at 9% of the total rate for employees operating portable mechanised saws, Southern, Division, Eastern District as set out in Group 3, of clause 5.2.1 (Wages) plus Forest Work Allowance as referred to in clause 5.3.3 rounded to the nearest 10 cents into an approved fund as defined in this clause.
 - (iii) Provided that where an employee is absent and is receiving by way of worker's 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 - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.
- (d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.
- (e) Other contributions - Nothing in clause 5.5 shall preclude an employee from making contributions to a fund in accordance with the provisions of the trust deed of the fund.
- (f) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No other deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed in clause 5.5.

5.5.3 Definitions

- (a) "Approved fund" means a fund approved for the purposes of clause 5.5 by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by clause 5.5. 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 satisfying the Commonwealth legislation 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" shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading and leading hand, 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, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

5.5.4 For the purposes of this Award an approved fund means:

- (a) The Australian Hardware and Timber Industries Superannuation Plan (AHTIS).
- (b) Sunsuper.
 - (i) C.H. Howard Holdings Superannuation Fund.
 - (ii) Tarmac Pty. Ltd. Superannuation Fund.
 - (iii) Kelly's Sawmill Superannuation Fund.
 - (iv) AMP Superleader Plan.
- (c) Any named fund as is agreed to between the relevant employer/Union parties to this Award and as recorded in an approved Industrial Agreement.
- (d) In the case of a minority group of employees of a particular employer, any Industry, Multi-Industry or other fund which has been approved in an Award of, or an Agreement approved by, an Industrial Tribunal, whether State or Federal jurisdiction, and already has practical application to the majority of Award employees of that employer.
- (e) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship any Fund nominated by the employer and approved by the Brethren.
- (f) 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.
- (g) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.5.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 3 February 1989 and continues to make such contributions:

Provided that the making of a deposit, an initial or other contributions subsequent to 3 February 1989, but on a retrospective basis, in respect of any period up to and including 3 February 1989, shall not under any circumstances bring a fund within the meaning of this provision. The mere signing and submission of any nomination for membership documents to trustees of a fund prior to 3 February 1989 does not bring a Fund within the meaning of this provision.

An employer seeking to utilise the provisions of clause 5.5.4(g) shall, on or before 1 July 1989, apply to the Commission for approval of such scheme or fund, and upon approval, details of such approved scheme or fund shall be listed in a Schedule to the Award. The Commission may for such reason as it sees fit in any particular case, approve a scheme or fund after 1 July 1989:

Provided that in the event of any dispute as to whether a scheme or fund satisfies the requirements of clause 5.5.4(g), the onus of proof shall rest with the employer.

5.5.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as the Union, may by notification of a dispute challenge a fund on the grounds that it does not meet the requirements of clause 5.5.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.5, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.5.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any fund complies with the requirements of clause 5.5, the onus of proof shall rest upon the employer.

5.5.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clause 5.5.4(d), (e), (f) and (g) shall be determined by a majority decision of employees.

- (b) Employees who are members of an established fund covered by clause 5.5.4(g) shall have the right by majority decision to choose to have the contributions specified in clause 5.5.2 paid into a fund as provided for elsewhere in clause 5.5.4 in lieu of the established fund to which clause 5.5.4(g) has application.
- (c) The initial selection of a fund recognised in clause 5.5.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the fund is clearly disappointing.
- (d) Where clause 5.5.6 has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation.

5.5.7 *Enrolment*

- (a) Each employer to whom clause 5.5 applies shall as soon as practicable as to both current and future eligible employees:
 - (i) notify each employee of their entitlement to occupational superannuation;
 - (ii) consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.5.4;
 - (iii) take all reasonable steps to ensure that upon the determination of an appropriate fund each eligible employee, receives, completes, signs and returns the necessary application forms provided by the employer to enable that employee to become a member of the fund; and
 - (iv) submit all completed application forms and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.5 shall:
 - (i) complete and sign the necessary application forms to enable that employee to become a member of that fund; and
 - (ii) return such forms to the employer within 28 days of receipt in order to be entitled to the benefit of the contributions prescribed in clause 5.5.2.
- (c) Where an employer has complied with the requirements of clause 5.5.7(a) and an eligible employee fails to complete, sign and return the application form within 28 days of the receipt by the employee of that form, then that employer shall:
 - (i) Advise an eligible employee in writing of the non-receipt of the application form and further advise the eligible employee that continuing failure to complete, sign and return such form within 14 days could jeopardise their entitlement to the occupational superannuation benefit prescribed by clause 5.5.
 - (ii) In the event that an eligible employee fails to complete, sign and return such application form within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form is received by the employer.
 - (iii) In the event that an eligible employee fails to return a completed and signed application form within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form is a pre-requisite to the payment of any occupational superannuation contributions.
 - (iv) At the same time as advising the eligible employee pursuant to clause 5.5.7(a)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Secretary of the Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.5.7(c)(i) and 5.5.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form in accordance with clause 5.5.7(a)(iii) the employer shall be obliged to make contributions as from the date the employee became an "eligible employee" provided that the eligible employee completes, signs and returns to the employer an application form within 28 days of being provided with the application form by the employer. Where an eligible employee fails to complete, sign and return an application form within such period of 28 days the provisions of clause 5.5.7(c) shall apply.

5.5.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.5.5 where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.5.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.5.5, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.5 excepting that resort to clause 5.5.8 provision shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

5.5.9 Exemptions

- (a) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.5 in the following circumstances:
 - (i) Incapacity to pay the costs associated with its implementation, or
 - (ii) Any special or compelling circumstances peculiar to the business of the employer.

5.6 Queensland Minimum Wage

5.6.1 The Queensland Minimum Wage

No employee shall be paid less than the Queensland Minimum Wage.

5.6.2 Amount of Queensland Minimum Wage

- (a) The Queensland Minimum Wage for employees not covered by clause 5.6.4, is determined and amended from time to time by the Commission.
- (b) Adults employed under the *Supported Wage Award - State 2002* shall continue to be entitled to receive the wage rates determined under that award:

Provided that such employees shall not be paid less than the amount determined by applying the percentage in the *Supported Wage Award - State 2002* applicable to the employee concerned to the amount of the minimum wage specified in clause 5.6.2(a).

- (c) Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rates determined under the casual and part-time clauses of the Award:

Provided that such employees shall not be paid less than *pro rata* the minimum wage specified in clause 5.6.2(a) according to the number of hours worked.

5.6.3 How the Queensland Minimum Wage applies to juniors

The wage rates provided for juniors by this Award continue to apply unless the amount determined under clause 5.6.3(a) is greater.

- (a) The Queensland Minimum Wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in clause 5.6.2.

5.6.4 Application of Queensland Minimum Wage to special categories of employees

- (a) Clause 5.6 has no application to a trainee or apprentice who is party to a training contract registered under the *Training and Employment Act 2000*.
- (b) [Leave reserved for special categories].

5.6.5 Application of Queensland Minimum Wage to Award rates calculation

The Queensland Minimum Wage:

- (a) applies to all work in ordinary hours;
- (b) applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave and annual leave, and for all other purposes of this Award; and

(c) is inclusive of the arbitrated Safety Net Adjustment provided by the Declaration of General Ruling operative from 1 September, 2004 and all previous Safety Net and State Wage Adjustments.

5.6.6 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.

NOTE: In determining whether an increase is payable because of the introduction of the Queensland Minimum Wage, the arbitrated Safety Net adjustment in this decision and all previous Safety Net and State Wage Adjustments are first to be taken into account.

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

6.1 Hours of work

6.1.1 The ordinary hours of work for employees other than shift workers, watchpersons, part-time employees, casuals and pieceworkers (to whom clause 4.5.1(a) applies) shall not exceed an average of 38 hours per week within work cycles over 7, 14, 21 or 28 days as determined by the employer.

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 following upon agreement between an employer and a majority of employees affected, the foregoing spread of ordinary working hours may be altered.

6.1.3 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 may be worked on Saturday or Sunday. Such ordinary hours performed on a Saturday shall be paid for at time and a-half and double time on Sunday.

6.1.4 In the arrangement of ordinary hours of work for full-time employees the following methods may be used to accommodate the requirements of an employer's establishment:

(a) A 19 day working month e.g. 5 days at 8 hours per day with the provision of clause 6.1.4(b) to apply.

(b) The banking of a day each month.

(c) 4 days of 8 hours and one of 6 hours per week.

(d) 4 days of 9 and a-half hours per day per week.

(e) 4 days of 10 hours per day per week with the provision of clause 6.1.4(b).

(f) 3 days of 10 hours per day and one day of 8 hours.

(g) 5 days to be worked of 7 hours and 36 minutes per day.

(h) Notwithstanding the provisions of clause 6.1.4, differing methods of implementing the 38 hour week may apply to individual employees and/or to various groups or sectors of employees in the establishment concerned.

6.1.5 Hours of work for watchpersons

The ordinary working hours for watchpersons shall not exceed 38 hours per week or 10 hours in any one day or shift.

6.1.6 Hours of work for shift workers

(a) The ordinary working hours for shift workers shall not exceed an average of 38 hours per week within rostered work cycles not exceeding 28 days.

(b) In circumstances where shift employees work ordinary hours on Saturday and/or Sunday the shift allowance

prescribed in clause 5.3.1 shall not be payable.

- 6.1.7 In circumstances where an employer desires to introduce ordinary daily or shift working hours for employees in excess of a 10 hour day or shift, such implementation shall not be sanctioned until an agreement has been reached with the Branch Secretary of the Union as to the extent of such changes and the manner upon which existing conditions of employment may have to be varied to accord with the hours of work then under consideration.
- 6.1.8 *Rostered day off*
- (a) Where in the arrangement of the ordinary hours of work employees have an entitlement to a rostered day off during their current work cycle, the employees shall be notified by the employer of such day off by written notice posted by the employer on a notice board accessible to all employees.
 - (b) An employee required to work on a scheduled rostered day off shall be paid in accordance with the overtime entitlements for work performed outside ordinary working hours as prescribed in clause 6.5.3.
 - (c) 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.
 - (d) An individual employee with the agreement of the employer may substitute the day to be taken off during the work cycle for another day.
 - (e) Where in the arrangement of ordinary working hours employees have an entitlement to rostered days off a majority of such employees may agreement with the employer to accrue up to a maximum of 5 rostered days off in any one year.

6.2 Rosters

- 6.2.1 A roster showing starting and ceasing times for the ordinary hours of duty for all employees shall be prepared by the employer and shall be posted in a conspicuous place or places readily accessible to employees.
- 6.2.2 Except in the case of an agreed 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.
- 6.2.3 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.

6.3 Meal breaks

- 6.3.1 Day workers and those employees engaged on non-continuous shift work shall be allowed not less than 30 minutes or more than one hour for an unpaid meal break provided that no employee shall be required to commence a meal break earlier than 3 hours after normal starting time nor later than 5 hours after normal starting time:
- 6.3.2 The break shall be taken at such time as will not interfere with continuity of work where continuity is necessary, and where practical shall be taken at a regular time each day.
- 6.3.3 Where a shift roster provides for continuous shifts over 24 hours of the day a 30 minutes paid crib time shall be allowed to shift workers each shift which shall be counted as time worked. Such crib time shall be taken at a time and in a method agreed upon between the employer and the employee or majority of employees concerned so as to meet the needs of the establishment.
- 6.3.4 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 the ordinary ceasing time, such employee shall be allowed, after the expiration of the said 2 hours, one-half hour at ordinary rates for the purpose of having a meal. At the expiration of each 4 hours overtime worked thereafter the employee shall be allowed one-half hour at ordinary rates for the purpose of having a meal if work is to continue.
- 6.3.5 After an employee has worked 2 consecutive hours overtime such employee shall be given a rest pause of 10 minutes' duration.
- 6.3.6 Employees required to work overtime on a rostered day off shall be allowed a meal break of not less than 30 minutes duration without deduction of pay after 4 hours of overtime. At the expiration of each 4 hours of

overtime worked thereafter such employees shall be allowed a further 30 minutes without deduction of pay for the purpose of having a meal if work is to continue.

6.4 Rest pauses

- 6.4.1 Every employee covered by this Award shall be entitled to a rest pause comprising of 2 of 10 minutes' duration or one of 20 minutes' duration in the employer's time. Such rest pauses shall be taken at such times as will not interfere with continuity of work.
- 6.4.2 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 6.3.3 arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods.

6.5 Overtime

- 6.5.1 An employer may require an employee to work reasonable overtime and for the purposes of clause 6.5 reasonable overtime shall mean a maximum of 10 hours per week.
- 6.5.2 All time worked by an employee (other than a shift worker) in excess of the employee's ordinary weekly working hours or outside of the prescribed starting and/or ceasing times on such employee's ordinary working day or days shall be deemed to be overtime.
- 6.5.3 Payment for all overtime as mentioned in clauses 6.5.1 and 6.5.2 (other than on Sundays) shall be made at the rate of time and a-half for the first 3 hours and double time thereafter, such double time to continue until the completion of the overtime worked.
- 6.5.4 Shift workers required to work overtime shall be paid at the rate of double time.
- 6.5.5 The hourly rate, when computing overtime, shall be determined by dividing the appropriate weekly rate by 38.
- 6.5.6 In circumstances where overtime work is performed by employees, other than watchpersons, on Sundays payment for such overtime shall be at the rate of double time with a minimum of 3 hours work or payment therefor.
- 6.5.7 Where an employee is called upon to work overtime during a prescribed meal break such employee shall be allowed a meal break as prescribed in this Award for a meal after completion of such overtime work. For work performed during the meal break and until the prescribed break is allowed, payment shall be made at double the ordinary rates as set out in this Award for the class of work performed.
- 6.5.8 Clause 6.5.7 shall not apply to circumstances where the meal break is changed to suit continuity as outlined in clause 6.3.2.
- 6.5.9 After an employee has worked 2 consecutive hours overtime such employee shall be given a rest pause of 10 minutes' duration without loss of pay before continuing such overtime.
- 6.5.10 The employer shall where practicable give 2 hours' notice before the ceasing time, of intention to work overtime and shall specify the number of meals required by each employee.
- 6.5.11 An employee re-called to work overtime after the cessation of work for that day shall be paid a minimum of 4 hours at the appropriate overtime rate.
- 6.5.12 Should an employee be recalled to work overtime on more than one occasion on any one day, the second or subsequent periods of any such overtime shall be subject to the rate of double time for the actual time worked.
- 6.5.13 Clauses 6.5.11 and 6.5.12 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.
- 6.5.14 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 at least 10 consecutive hours off duty between those times shall, subject to clause 6.5.14, 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.

- 6.5.15 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 6.5.14 where the actual time worked is less than 2 hours on such re-call or on each of such re-calls.
- 6.5.16 The provisions of clauses 6.5.14 and 6.5.15 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:
- 6.5.17 Clauses 6.5.14, 6.5.15 and 6.5.16 shall not apply in the event of fire, flood, tempest or similar circumstances which may arise beyond the control of the employer.

6.5.18 *Meal allowance*

If an employee is required to work overtime, such employee shall be supplied with a meal at the times mentioned in clause 6.3 or shall be paid the sum of \$12.10 in lieu of each meal required.

6.6 Shift work

- 6.6.1 "Afternoon shift" means any shift finishing after 6.00 p.m. and at or before midnight.
- 6.6.2 "Night shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.
- 6.6.3 "Rostered shift" means a shift of which the employee concerned has had at least 48 hours notice.
- 6.6.4 "Shift work" means work done by separate relays of employees working recognised hours preceding, during or following the ordinary working hours.

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 3 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 7.1.5) shall be paid for by the employer in advance.
- (a) in the case of any and every employee in receipt immediately prior to that leave of ordinary wages at a rate in excess of the ordinary wages payable under clause 5.2, the employee shall be paid, at that excess rate; and
 - (b) in every other case, at the ordinary time rate of pay payable under clause 5.2 to the employee concerned immediately prior to that leave.
- 7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee, in addition to all other amounts due, payment calculated in accordance with clause 7.1.5, 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, the 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 employment if an employee to whom clause 7.1.1(a) applies and 1/12th of the total ordinary pay for the period of employment if an employee to whom clause 7.1.1(b) applies, calculated in accordance with clause 7.1.5.
- 7.1.5 *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 7.1.5(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 public holiday shifts.
- (b) Leading hands - Subject to clause 7.1.5(c), leading hand allowance 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 7.1.5(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 in clause 5.2 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 7.1.5(c)(i) and 7.1.5(c)(ii).
- (d) Clause 7.1.5(c) does not apply to:
 - (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.

7.1.6 Unless otherwise agreed between the employer and the employee, annual leave is to be taken in one continuous period or 2 separate periods within 12 months of the entitlement and after not less than 2 weeks' notice by the employer.

7.1.7 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.

7.1.8 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 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 one-twelfth 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 7.1.5, and to those employees who have not qualified for 5 weeks annual leave, an amount equal to 1/9th of one weeks wage for each week of service plus a further amount equal to 17.5% of such calculation calculated in accordance with clause 7.1.5(b), 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 7.1.8 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.

7.1.9 If any public holiday 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.

7.1.10 It shall not be lawful for the employer to give or for the employee to receive payment in lieu of annual leave.

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 if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.
- (f) Part-time employees accrue sick leave on a proportional basis.

7.2.2 *Employee must give notice.*

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

7.2.3 *Evidence supporting a claim*

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

7.3.2 *Long-term casual employees*

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

7.3.3 "Immediate family" includes:

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

- 7.3.4 An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.
- 7.3.5 Full-time and part-time employees 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 of 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 2, Part 3, sections 42-58 of the Act as amended from time to time.

7.5 Family leave

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

7.5.1 It is to be noted that:

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

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

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

7.6 Public holidays

7.6.1 All employees, other than casual employees or pieceworkers who would ordinarily be required to work on a day on which one of the following public holidays falls are entitled to full pay for the time the employee would ordinarily have been required to work on that day, regardless of whether the employee works on that day or does not work on that day because of the public holiday:

Provided that while employed by the one employer, any employee is only entitled to one show day holiday each calendar year.

7.6.2 *Public holidays:*

- (a) the 1st January;
- (b) the 26th January;
- (c) Good Friday;
- (d) Easter Saturday (the day after Good Friday);
- (e) Easter Monday (the Monday following Good Friday);
- (f) the 25th April (Anzac Day)
- (g) Labour Day (the first Monday in May)
- (h) The Birthday of the Sovereign;
- (i) Christmas Day (25 December)
- (j) Boxing Day (26 December)
- (k) any day appointed under the *Holidays Act 1983* to be a substitute day for any of the abovementioned holidays;
- (l) the day appointed under the *Holidays Act 1983* to be kept as a holiday (show day) 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:

Provided that where no notification has been issued in respect of a principal city or town, Brisbane R.N.A. Show (Peoples) Day shall be observed for the purposes of clause 7.6.2(l); and

- (m) any other holiday proclaimed or Gazetted by authority of the Commonwealth or State Government and such holiday is to be observed generally the State or locality.

- 7.6.3 For the purposes of clause 7.6, the time that an employee would ordinarily have been required to work, shall be determined by reference to the hours worked by the employee during the period of 4 weeks immediately preceding the public holiday.
- 7.6.4 All work done by any employee on a public holiday shall be paid at the rate of double time and a-half with a minimum of 4 hours.
- 7.6.5 For the purposes of clause 7.6, where the rate of wage is a weekly rate, "double time and a-half" means one and a-half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than one day.
- 7.6.6 Where a day is appointed under the *Holidays Act 1983* to be a substitute day for any of the holidays mentioned in clause 7.6.2, the following shall apply:
- (a) Full-time employees - Full-time employee rostered to work on the "actual" day and the substituted day, shall only be entitled to leave on either the "actual" day or the substituted day, but not both. A full-time employee who works on a Saturday or Sunday when substitution is prescribed shall be paid the normal Saturday or Sunday rate for the work performed on the "actual" day:
- Provided that when the "actual" day is Christmas Day the employee shall receive double time for all ordinary hours worked on a Saturday and double time and one half for all ordinary hours worked on a Sunday.
- (b) Part-time employees - Where a part-time employees roster includes a Saturday or Sunday which would be a prescribed holiday (the day on which the holiday falls), but for the substitution of an alternative day such employee shall not lose a holiday because of the substitution, but shall not be accorded a holiday or pay in lieu in respect of both the "actual" day and substitution day (e.g. the employee would be paid public holiday rates on the day the holiday falls, not on the substituted day as well):
- Provided that when the "actual" day is Christmas Day the employee shall receive double time for all ordinary hours worked on a Saturday and double time and one-half for all ordinary hours worked on a Sunday.
- (c) Casual employees - Casual employees employed on any public holiday shall be paid for at the rate prescribed in clause 7.6.4 but exclusive of any augmentation of the casual loading.
- 7.6.7 A full-time or part-time employee who is not ordinarily required to work on a Saturday or a Sunday shall not receive the benefit of a public holiday which falls on a Saturday or a Sunday unless a substituted day has been prescribed, in which case the employee shall receive the benefit of the substituted day.
- 7.6.8 When a public holiday falls on an employee's non-working day or rostered day off, the following shall apply:
- (a) Full-time and part-time employees
- (i) Full-time and part-time employees shall receive by mutual agreement either:
- another day off in lieu within 28 days; or
addition of one day to annual leave; or
an additional day's wages.
- (ii) In the absence of mutual agreement, the employer shall determine which of the above options shall apply.
- (iii) Part-time employees' entitlement shall be calculated by dividing the number of hours worked on the previous 4 weeks by the number of days worked.
- (b) Casual employees - clause 7.6.8 shall not apply to casual employees
- 7.6.9 All time worked on a public holiday outside the period between the ordinary starting and ordinary finishing times provided by the Award for the day of the week on which the holiday falls, is to be paid at double the rate provided for by the Award for such time when worked outside such period on any working day.
- 7.6.10 Any employee who, having been dismissed or stood down by the employer during the month of December in any year, shall be re-employed by that employer at any time before the end of the month of January in the next succeeding year shall, if that employee shall have been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid, and shall be paid by the 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 1st January (New Year's Day) occurring during the period on and from the date of dismissal or standing down, up to and including the date of re-employment as aforesaid.

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

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

7.6.12 The employer shall as far as practicable notify the employees within 28 days of closing as to the date of closing and re-opening of the workplace for the Christmas holidays. A notice to this effect is to be posted on the usual notice board.

7.7 Jury service

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

8.1 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, other than a forest worker, 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 Trainees

9.1.1 Trainees may be employed in the calling of saw sharpener, machinist "B" grade, Kiln Operator, employee in charge timber immunisation plant and in control solution and testing, and pressure impregnation plant operator and in control solution and testing, on the terms and rates of wages as prescribed in clause 5.2:

Provided that by written agreement between the employer and the Union, trainees may be employed in callings.

9.1.2 Trainee timber cutters

Notwithstanding anything to the contrary contained in the Award, the following shall apply to trainee cutters and to the pieceworker timber cutters to whom they are attached:

Provided that the maximum period for which clause 9.1.2 shall apply to any individual trainee shall be 6 months:

- (a) Trainees shall be paid the rate of wages computed by adding the Queensland Minimum Wage for the

appropriate Division and District to 75 percent of the margin applicable to the classification "Employees operating portable mechanised saws":

Provided that no trainee 21 years of age or over shall be paid less than the rate of wages prescribed in clause 5.2 of this Award for the classification in Sub-group 6 "Adults not elsewhere specified".

- (b) A pieceworker cutter to whom a trainee is attached shall be paid the applicable piecework rate in respect of all timber cut by such trainee in addition to all other amounts due under this Award.
- (c) The ordinary working hours of trainees shall not exceed 38 in any one week.

9.2 Training

9.2.1 The parties to this Award recognise that in order to increase the efficiency, productivity and competitiveness of industry, 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 and acquire additional skills; and
- (c) removing barriers to the utilisation of skills acquired.

9.2.2 The parties to this Award agree that the Queensland Timber Industry Training Council, in collaboration with its national council, shall have responsibility for developing training standards for consideration and endorsement by the National Training Board and advising and assisting the National Training Board and Queensland State Training Authorities in respect of matters relating to training in the industries and callings covered by this Award including, but not limited to the following:

- (a) training, skills formation and skill standards;
- (b) curriculum development;
- (c) training courses;
- (d) articulation and accreditation requirements both on and off the job;
- (e) on-the-job training guidelines.

9.2.3 Following proper consultation with employees the employer shall develop a program consistent with:

- (a) the current future needs of the enterprise;
- (b) the size, structure and nature of the operations of the enterprise;
- (c) the need to develop vocational skills relevant to the enterprise through courses conducted on-the-job or by accredited educational institutions as providers.

9.2.4 In circumstances where training is undertaken as a result of proper consultation in accordance with this clause, such additional training by an employee may take place both on-the-job, off-the-job, and where appropriate in a group training environment:

Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay, and the employer shall not unreasonably withhold such paid training leave. Subject to the training being designed to meet the employee's individual needs, the employee shall not unreasonably refuse to attend or participate in such training.

9.2.5 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.

9.2.6 Travel costs incurred by an employee undertaking training in accordance with clause 9.2 which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

9.3 Special conditions of employment for cadets

In addition to all other conditions specified in the award the following provisions shall apply to Cadets:

9.3.1 *Duration of Cadetship*

An employee engaged as a Cadet (as defined) shall remain a Cadet for the period needed to complete the qualification:

Provided that no Cadet shall remain a Cadet for longer than the nominal duration of a similar traineeship from the Forest and Forest Products Industry Training Package. However, a Cadet ceases to be a Cadet on the day the formal qualification is issued.

9.3.2 *Paying a cadet for supervised training*

(a) Time spent by a cadet undertaking supervised training is taken to be:

- (i) time worked for the employer; and
- (ii) ordinary working hours when calculating the cadet's wages and employment conditions.

For Example: A cadet is required to work 38 ordinary working hours a week. In a particular week, the cadet spends 30 hours working for the employer and 10 hours undertaking training. The cadet is entitled to be paid 38 hours ordinary time (which includes 10 hours ordinary time for the time spent at college) and 2 hours overtime.

(b) 'Supervised Training' for a cadet means training up to the maximum nominal hours approved in Queensland for the qualification, regardless of ways in which it is delivered.

Example of ways in which supervised training can be delivered include block release, day release, workplace-delivered training, correspondence, completion of workbooks or a combination these.

9.3.3 *Costs associated with training*

Any costs associated with standard fees for prescribed qualifications and prescribed textbooks (including those textbooks which are available in the employers' 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.

Travel cost incurred by an employee undertaking training which exceeds those normally incurred in travelling to and from work shall be reimbursed by the employer.

9.3.4 *Supervision and training*

Employers shall ensure Cadets are provided with adequate supervised to the extent required to ensure that all competencies in the training program are achieved.

9.3.5 *Existing employees*

Existing employees shall mean a person who has been employed by an employer for at least 3 months immediately prior to becoming a Cadet with the employer.

Existing employees shall not suffer a reduction in their rate of pay by virtue of becoming a Cadet.

Existing employees shall maintain continuity of employment despite having become a Cadet.

Existing employees whose Training Contract is completed or cancelled and remain with their employer shall revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract. They shall only advance to an employment level commensurate with their qualification when a vacancy occurs in a position assigned to that level.

9.3.6 *Completion of Cadetship*

Upon completing a Cadetship, an employee shall be entitled to the higher of the following:

- (a) the wage rate attained immediately before completing the Cadetship; or
- (b) the wage rate for the relevant classification the employee is employed as.

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

10.1 Supply of tools

All tools shall be supplied free of cost to employees other than piecework cutters and/or contractors. 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

10.3.1 Where necessary in terms of the *Workplace Health and Safety Act 1995*, and the Regulations thereto, employees shall be provided with suitable protective clothing etc., by the employer on the following basis:

- (a) Safety footwear - Each employee will be issued with one pair of safety footwear, replaceable on a fair wear and tear basis.
- (b) Protective helmets and ear/eye protection - Each employee shall be issued with appropriate ear/eye protection and safety helmets which shall be required to be worn in designated areas within the plant or in connection with falling or logging operations in the bush. These shall be replaceable on a fair wear and tear basis.
- (c) Gloves and other hand protection - 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.
- (d) Where the Supervising Officer, or in that officer's absence, any other person under whose direction the employees are working, has decided that it is too wet for ordinary work to be carried on, and the employees are required to work in the rain, they shall be provided with suitable waterproof clothing. In circumstances where an employee becomes wet, double rates shall be paid for all time so worked until such time as the employee is able to change into dry clothing or ceases work for the day, whichever is the earlier.
- (e) Sawyers and mill employees manually handling timber shall in appropriate circumstances be supplied with protective aprons and/or gloves.
- (f) Should any employee leave the service of the employer within 3 months of the issue of boots and non-disposable protective clothing as per clauses 10.3.1(a), (b), (c), (d) and (e), the employer may deduct *pro rata* the cost of such boots and protective clothing, allowing for fair wear and tear.

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 employee does not want that employee's 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

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 a Union.

11.3.1 Documentation to be provided by employer

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

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

11.3.2 Union delegates

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.3.3 Deduction of union fees

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

Schedules to award

Schedule 1

List of employers whose Superannuation Schemes or Funds have been approved pursuant to clause 5.5.4(g) of the Award

| Name of employer | Name of Fund |
|------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Simon Pty. Ltd.; Maculata Pty. Ltd.; Simon Trading Company Pty. Ltd.; Millmerran Timbers Pty. Ltd. and Morgan H. Simon & Co. | }) Simon Pty Ltd Occupational Superannuation Fund) } |
| J. Notaras and Sons (Qld.) Pty. Ltd. | J. Notaras and Sons Superannuation Plan |
| Walker Cypress Mills Pty. Limited | P. and B. Walker Bros. P/L. Revised Superannuation Plan |
| Burnett Sawmill & Hardware Pty. Ltd. | Burnett Sawmill Superannuation Fund |

| | |
|-------------------------------------------------------------------------------------|----------------------------------------------------------|
| Sellers Atkins Ltd. | Sellers Atkins Group Occupational Fund |
| Koppers Australia Pty. Limited | BHP employees' Superannuation Fund |
| A.W. Holland & Sons | Holland Superannuation Plan |
| Eggleton & Grigor Pty. Ltd. | Eggleton & Grigor Staff Superannuation Plan |
| A. Olsen & Co. | M.L.C. Award Based Superannuation Scheme |
| Beerwah Pine Pty. Ltd. | Beerwah Pine Pty. Ltd. Superannuation Plan |
| Peachester Timber Company Pty Ltd | Peachester Timber Company Superannuation Plan Pty Ltd |
| Boral Timbers | Boral employees Provident Fund |
| Injune Cypress Sawmills | AMP Superleader Plan |
| Fleming Cypress | AMP Superleader Plan |
| Simms Veneer & Sawmills Pty. Ltd. | Superplan |
| Gordonvale Sawmills Pty. Ltd. | Superplan |
| ACI Timber Products and ACI Mallinson Timber Products Rankine Bros. Pty. Ltd. | ACI employees Superan MLC Super Pay |
| Lassiandra Services Pty. Ltd. | AMP Superleader Plan |
| D.R. and R.M. Denning trading as Dennings Sawmill | National Mutual Simple Superannuation Fund. |

Schedule 2

Owner-Driver Motor Vehicle Hire Rates

PART A

Owner drivers using their own motor vehicles shall in addition to the rates prescribed in clause 5.2.9 (Wages) of this Award be paid a hire rate to compensate for the fixed and operational costs of the vehicle in accordance with the rates set out hereunder:

Tip Trucks

| <i>Tonnes</i> | <i>Column 1 Weekly Rate Rate \$</i> | <i>Column 2 Km Rate Kilometres c</i> | <i>Column 3 Non-Reduction \$</i> | <i>Column 4 Work</i> |
|------------------------------------------------|-------------------------------------------------|--------------------------------------------------|------------------------------------------|--------------------------|
| 4 Wheel Drive Vehicles up to and including 1 t | | | | |
| Up to and including 1 t | | | | |
| Exceeding 1 t/up to 2 t | 370.95 | - | 247.76 | - |
| Exceeding 2 t/up to 3 t | 397.03 | - | 367.38 | - |
| Exceeding 3 t/up to 4 t | 444.13 | - | 474.45 | - |
| Exceeding 4 t/up to 5 t | 542.16 | - | 585.12 | - |
| Exceeding 5 t/up to 6 t | 619.86 | - | 695.79 | - |
| Exceeding 6 t/up to 7 t | 681.71 | - | 805.71 | - |
| Exceeding 7 t/up to 8 t | 749.55 | - | 915.63 | - |
| Exceeding 8 t/up to 9 t | 794.19 | - | 1025.55 | - |
| Exceeding 9 t/up to 10 t | 839.28 | - | 1135.47 | - |
| Exceeding 10 t/up to 11 t | 1026.19 | 60.5 | 1245.39 | 962 |
| Exceeding 11 t/up to 12 t | 1109.56 | 63.9 | 1355.31 | 984 |
| Exceeding 12 t/up to 13 t | 1196.33 | 68.0 | 1465.23 | 995 |

| | | | | |
|---------------------------|---------|-------|---------|------|
| Exceeding 13 t/up to 14 t | 1294.16 | 73.7 | 1575.15 | 981 |
| Exceeding 14 t/up to 15 t | 1405.64 | 80.1 | 1685.07 | 948 |
| Exceeding 15 t/up to 16 t | 1433.67 | 83.5 | 1794.99 | 1032 |
| Exceeding 16 t/up to 17 t | 1461.71 | 87.0 | 1904.91 | 1109 |
| Exceeding 17 t/up to 18 t | 1485.42 | 91.9 | 2014.83 | 1176 |
| Exceeding 18 t/up to 19 t | 1513.38 | 95.4 | 2124.75 | 1240 |
| Exceeding 19 t/up to 20 t | 1578.50 | 98.3 | 2234.67 | 1267 |
| Exceeding 20 t/up to 21 t | 1659.79 | 102.3 | 2344.59 | 1269 |
| Exceeding 21 t/up to 22 t | 1741.57 | 105.8 | 2454.51 | 1273 |
| Exceeding 22 t/up to 23 t | 1823.70 | 109.8 | 2564.43 | 1274 |
| Exceeding 23 t/up to 24 t | 1892.24 | 113.9 | 2674.35 | 1286 |
| Exceeding 24 t/up to 25 t | 1961.35 | 117.9 | 2784.27 | 1297 |

Non-Tip Trucks

| <i>Tonnes</i> | <i>Column 5 Weekly Rate Rate \$</i> | <i>Column 6 Km Rate Kilometres c</i> | <i>Column 7 Non-Reduction \$</i> | <i>Column 8 Work</i> |
|------------------------------------------------|-------------------------------------------------|--------------------------------------------------|------------------------------------------|--------------------------|
| 4 Wheel Drive Vehicles up to and including 1 t | 289.63 | - | 199.96 | - |
| Up to and including 1 t | 289.63 | - | 170.93 | - |
| Exceeding 1 t/up to 2 t | 328.29 | - | 247.76 | - |
| Exceeding 2 t/up to 3 t | 367.18 | - | 367.38 | - |
| Exceeding 3 t/up to 4 t | 404.66 | - | 474.45 | - |
| Exceeding 4 t/up to 5 t | 491.73 | - | 585.12 | - |
| Exceeding 5 t/up to 6 t | 554.08 | - | 695.79 | - |
| Exceeding 6 t/up to 7 t | 617.01 | - | 805.71 | - |
| Exceeding 7 t/up to 8 t | 682.77 | - | 915.63 | - |
| Exceeding 8 t/up to 9 t | 741.47 | - | 1025.55 | - |
| Exceeding 9 t/up to 10 t | 785.43 | - | 1135.47 | - |
| Exceeding 10 t/up to 11 t | 963.13 | 60.5 | 1245.39 | 1066 |
| Exceeding 11 t/up to 12 t | 1049.23 | 63.9 | 1355.31 | 1078 |
| Exceeding 12 t/up to 13 t | 1138.63 | 68.0 | 1465.23 | 1080 |
| Exceeding 13 t/up to 14 t | 1239.15 | 73.7 | 1575.15 | 1055 |
| Exceeding 14 t/up to 15 t | 1318.72 | 80.1 | 1685.07 | 1057 |
| Exceeding 15 t/up to 16 t | 1347.40 | 83.5 | 1794.99 | 1136 |
| Exceeding 16 t/up to 17 t | 1376.09 | 87.0 | 1904.91 | 1207 |
| Exceeding 17 t/up to 18 t | 1407.62 | 91.9 | 2014.83 | 1260 |
| Exceeding 18 t/up to 19 t | 1436.37 | 95.4 | 2124.75 | 1321 |
| Exceeding 19 t/up to 20 t | 1486.20 | 98.3 | 2234.67 | 1361 |
| Exceeding 20 t/up to 21 t | 1539.00 | 102.3 | 2344.59 | 1387 |
| Exceeding 21 t/up to 22 t | 1603.19 | 105.8 | 2454.51 | 1404 |
| Exceeding 22 t/up to 23 t | 1667.76 | 109.8 | 2564.43 | 1416 |
| Exceeding 23 t/up to 24 t | 1732.91 | 113.9 | 2674.35 | 1426 |
| Exceeding 24 t/up to 25 t | 1798.57 | 117.9 | 2784.27 | 1436 |

Provided that Column 1 and Column 5 prescribe the basic fixed and operational costs to be reimbursed for tip trucks and non tip trucks respectively. These rates include a component for travelling to and from the recognised starting point.

Column 2 and Column 6 prescribes the kilometre rate for vehicles in excess of 10 tonnes for any working distance in excess of the kilometres shown in Columns 4 and 8 for each period of ordinary weekly hours.

Columns 4 and 8 prescribe the minimum number of working kilometres which must be performed before the excess kilometre rate as shown in Columns 2 and 6 applies.

Columns 3 and 7 prescribe the minimum weekly rate that shall be paid for each period of ordinary weekly hours except where such rate is less than that prescribed in Columns 1 and 5.

PART B

The hire rate to be paid shall be in accordance with the payload capacity of the vehicle which is determined by subtracting the tare mass from the gross vehicle mass registered under the *Main Roads Act* and as indicated on the vehicles registration certificate:

Provided that no load shall exceed the limit prescribed by or under any Queensland State Act:

Provided further that for any periods of more or less than the ordinary weekly hours and/or days a *pro rata* adjustment to the basic weekly rate as shown in Column 1 Tip Trucks and Column 5 Non Tip Trucks shall be made before calculating any additional kilometric payment.

The truck hire rate shall be calculated in accordance with either of the following formulae, whichever is the greater.

THR == The greater of A or B

where -

(i) $A == \left[\left\{ \frac{WR - (700 \times S)}{H/Z} \right\} + [20 \times P \times S] + [S(600 \times H/Z)] + [Y \text{ (only if +ve, otherwise ignore)}] \right]$

where -

$Y == [D - (600 \times H/Z)] \times S$

(ii) $B == NR \times H/Z$

(iii) where -

THR is the truck hire rate.

WR is the weekly rate (\$) (Column 1 or Column 5).

S is the kilometre rate (\$) (Column 2 or Column 6).

H is the actual time worked expressed in hours or part thereof.

Z is the ordinary weekly hours for a normal working week.

P is the number of days on which work is performed in the period.

D is the actual number of working kilometres performed during the hire period.

NR is the non-reduction rate (Column 3 or Column 7).

PART C

Hydraulic Crane Hire

Owner Drivers whose vehicle is fitted with a hydraulic crane shall be paid an additional hire rate component on days when the vehicle is engaged to perform work which requires the use of the crane.

| <i>Crane Capacity</i> | <i>Rate Per Day</i> \$ | <i>Recommended Truck Size</i> |
|------------------------------------------------------------|---------------------------|-------------------------------|
| Up to 1 tonne metre | 7.59 | Up to 2-3 tonne |
| Over 1 tonne metre but less than or equal to 2 tonne metre | 9.36 | 3-4 t to 5-6 t |
| Over 2 tonne metre but less than or equal to 3 tonne metre | 15.46 | 6-7 t to 7-8 t |
| Over 3 tonne metre but less than or equal to 4 tonne metre | 17.50 | 8-9 t to 10-11 t |
| Over 4 tonne metre | 19.53 | 11-12 t and above |

The hire rate component payable shall be determined by the crane capacity except where a crane is fitted which exceeds the legally recommended capacity for that vehicle. In such instances, the hire rate to be paid shall be the rate applicable to the maximum crane capacity recommended for that vehicle:

Provided that at times when the crane is not in use the vehicle weekly hire rate will be paid at the appropriate rate as specified in Part A of this Schedule calculated at the registered Gross Vehicle Mass less Vehicle Tare.

PART D

Water Tank and Pump Hire

When at the request or direction of the employer, an owner truck driver uses the owner driver's own water tank or own water tank and pump on the job, the employer shall pay the owner driver the amount of \$3.87 per hour for each hour that the owner driver's tank or own water tank and pump are in use on the job. The said payment shall be in addition to all other payments due to the owner driver under the Award.

Schedule 3

Schedule 3 applies to The Laminex Group Limited and its employees engaged on or in connection with or incidental to the employer's production of medium density fibreboard, in its plant at Toolara Forest via Gympie:

1.1 Part-time employment

In addition to the provisions of clause 4.3 of this Award, an employee of The Laminex Group Limited so engaged shall be paid per hour 1/38th of the weekly rate prescribed by clause 1.2 of this schedule for the classification in which the employee is engaged plus 10%.

1.2 Classifications and wages

1.2.1 Definition of classifications

(a) Process operator -

Group 1 - Basic plant and service operations pertaining to air, water supply and treatment, sewerage and effluent, and waste collection.

Group 2 - Machine operations including debarking, chipping and chip storage. Dryer operations including fibre generation equipment operations.

Group 3 - Mobile equipment operations including forklift and tractor utilities, and heat plant operations.

Group 4 - Machine operations including relay, forming, prepressing, pressing, stacking, finishing, and packing.

Group 5 - Machine process operations including laminating.

(b) Classification of employees - Employees will be reclassified at the employer's discretion within the skill groupings set out in clause 1.2.1(a).

(c) Process operator 1 - being an employee who has achieved not less than 172 training points accredited from the Laminex Gympie Training Structure (LGTS).

(d) Process operator 2 - being an employee who has achieved not less than 872 training points accredited from the LGTS.

(e) Process operator 3 - being an employee who has achieved not less than 1962 training points accredited from the LGTS.

(f) Process operator 4 - being an employee who has achieved not less than 3142 training points accredited from the LGTS.

(g) Process operator 5 - being an employee who has achieved not less than 4800 training points accredited from the LGTS

1.2.2 Wage rates

(a) The minimum rates of wage payable to adult employees shall be:

| | Award Rate Per Week \$ |
|--------------------|------------------------------|
| Process Operator 1 | 658.00 |
| Process Operator 2 | 668.00 |
| Process Operator 3 | 678.20 |
| Process Operator 4 | 688.40 |
| Process Operator 5 | 698.60 |

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.

(b) The wage levels paid pursuant to clause 1.2 shall include compensation for all travel requirements and disabilities associated with work performed under this Award.

1.2.3 Juniors

Wages - The minimum wage rates for junior employees shall be the following percentage of the respective rate for the appropriate adult classification:

| | % |
|---------------------------|-----|
| 17 years of age and under | 70 |
| 18 years of age | 80 |
| 19 years of age | 90 |
| 20 years of age | 100 |

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

1.2.4 Allowances

In addition to the allowances prescribed in clause 5.3 of this Award, the following leading hand allowance will be paid - Employees whilst occupying the position of leading hand shall be paid the following additional rates:

When in charge of less than 10 employees \$ 4.20 per day extra;
When in charge of 10 and less than 20 employees \$ 6.41 per day extra;
When in charge of 20 or more employees \$ 8.33 per day extra.

1.3 Shift Work

1.3.1 Hours - Continuous Work Shifts - Clause 1.3.1 shall apply to shift workers on continuous work as hereinbefore defined. The ordinary hours of shift workers shall average 38 per week inclusive of crib time: Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days. Subject to the following conditions, such shift workers shall work at such times as the employer may require.

- (i) A shift shall consist of not more than 12 hours inclusive of crib time.
- (ii) Ordinary shift hours worked on a Saturday and Sunday shall be paid for, excluding shift allowances, at time and a-half and double time respectively.

1.3.2 Hours - Other Than Continuous Work - Clause 1.3.2 shall apply to shift workers not on continuous work as hereinbefore defined. The ordinary hours of work shall be an average of 38 per week inclusive of meal breaks. The ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal. Except at regular change-over of shifts an employee shall not be required to work more than one shift in each twenty-four hours:

Provided that the ordinary hours of work prescribed herein shall not exceed 12 hours on any day.

1.3.3 Rosters - Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

1.3.4 Variation by Agreement--Subject to 1.6.2 and 1.6.3 hereof the method of working shifts may in any case be varied following the first twelve months operation of the roster by agreement between the Employer and the majority of employees concerned. The times of commencing and finishing shifts once having been determined may be varied by agreement between the Employer and the majority of employees concerned to suit the circumstances of the establishment or in the absence of agreement by seven days' notice of alteration given by

the Employer to the employees concerned.

- 1.3.5 Day and Night Shift Allowances - A shift worker whilst on a rostered day or night shift shall be paid in accordance with clause 5.3.1 of this Award.

1.4 Sick Leave

- 1.4.1 Every employee (other than a casual employee) shall become entitled to not less than eight (8) days' sick leave for each completed year of employment with the employer:

Provided sick leave accrued pursuant to this clause shall not exceed 64 hours in any one year of service. Moreover, as respects any completed period of employment of less than one year with the Employer an employee shall become entitled to one day's sick leave for each six weeks of such period.

- 1.4.2 Every employee absent from work through illness on the production of a certificate from a duly qualified medical practitioner specifying the nature of the illness of the employee and the period or approximate period during which the employee will be unable to work, or of other evidence of illness to the satisfaction of the employer and subject to having promptly notified the employer of such illness and of the approximate period aforesaid shall, subject as herein provided be entitled to payment in full for all time he is so absent from work.

- 1.4.3 Provided that it shall not be necessary for an employee to produce such a certificate if the absence from work on account of illness does not exceed two days.

- 1.4.4 Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and the employer shall not be bound to make, payment for more than thirteen weeks' absence from work through illness in any one year.

- 1.4.5 (a) The continuity of employment of an employee with an employer for sick leave accumulation purposes shall be deemed to be not broken by any of the following:

- (i) Absence from work on leave granted by the employer;
- (ii) The employee having been dismissed or stood down by the employer, or the employee having himself terminated his employment with the Employer, for any period not exceeding three months:

Provided that employee shall have been re-employed by the employer.

- (b) The period during which the employment of the employee with the Employer shall have been interrupted or determined in any of the circumstances mentioned in paragraph (a) shall not be taken into account in calculating the period of employment of the employee with the employer.

1.5 Jury service

An employee (other than a casual employee) required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of such attendance for such jury service and the amount of wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service. 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 attendance, the duration of such attendance and the amount received in respect of such jury service.

1.6 Occupational health and safety matters, equipment, tools and amenities

1.6.1 Working in the rain

Where the supervising officer, or, in that officer's absence, any other person under whose direction the employees are working has decided that it is too wet for ordinary work to be carried on, and the employees are required to work in the rain, they shall be provided with raincoats or capes. Where such raincoats or capes are not provided, double rates shall be paid for all time so worked until such time as they finish work or are able to change into dry clothing:

Provided that where employees are required to work in mud, slush, or water to a depth of 76 mm or more they shall be supplied by the employer with suitable rubber boots.

1.6.2 Protective clothing

- (a) Where necessary for the performance of their duty, employees shall be provided with suitable protective clothing. The employer shall supply suitable clothing to the employees on the following basis:

Safety footwear - Each employee will be issued with one pair of safety footwear per year, replaceable on a

fair wear and tear basis.

Clothing - Each employee will be issued with 2 pairs of trousers or shorts and 2 shirts per year, replaceable on a fair wear and tear basis. Laundering of such clothing shall be the responsibility of the employee.

- (b) Should any employee leave the service of the employer within 3 months of the issue of clothing and/or boots as per clause 1.4.2(a), the employer may deduct pro rata the cost of such clothing and/or boots.
- (c) Casual employees shall qualify for their issue of clothing and safety footwear as per clause 1.4.2(a) after more than 5 continuous weeks' employment with the employer.

Schedule 4

Notwithstanding the provisions contained in the Forest Resources Industry Award - State 2003, this schedule 4 shall apply to Corinthian Industries (QLD) Pty Ltd and its employees engaged in or in connection with operations normally performed under the aforementioned Award.

1.1 Trade union training leave

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 Australian Trade Union Training Authority (TUTA) or by the Union or specific training courses approved and accredited by TUTA. Leave taken pursuant to clause 1.1 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.

1.2 Jury service

An 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 wage the employee would have received in respect of the ordinary time the employee would have worked as prescribed by this Award. Where no award rate is applicable, the payment shall not be less than that prescribed for an operator.

1.3 Work in rain

When an employee is required to perform work in the rain and by so doing gets their clothes wet, they shall be paid double rates for all work so performed. Such payment shall continue until such time as the employee finishes work or is able to change into dry clothing. At the request of the employee the employer shall provide adequate waterproof clothing and footwear.

Dated 9 December 2003.

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

Operative Date: 1 December 2003