

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**FOREST RESOURCES INDUSTRY
(CSR SOFTWOODS) AWARD - STATE 2003**

Pursuant to s. 698 of the *Industrial Relations Act 1999* the Forest Resources Industry (CSR Softwoods) Award - State 2003 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Forest Resources Industry (CSR Softwoods) Award - State 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

**FOREST RESOURCES INDUSTRY
(CSR SOFTWOODS) AWARD - STATE 2003**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Forest Resources Industry (CSR Softwoods) Award - State 2003.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 18 August 2003.

1.4 Coverage

This Award applies to employees engaged in CSR Softwoods operations at Caboolture, Narangba and in pine plantations in South East Queensland:

Provided that this Award shall not apply to salaried staff.

1.5 Area of operation

This Award shall apply at the CSR Softwood operations at Caboolture, Narangba and in pine plantations in South East Queensland.

1.6 Definitions

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

1.6.2 "Commission" means the Queensland Industrial Relations Commission.

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

1.7 Parties bound

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

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

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

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Workplace consultation

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 CSR Limited and the 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 managements' 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 an enterprise where agreed participative/consultative mechanisms are in place the parties may, by agreement vary 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 effected 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 Clause 3.2 (Grievance and dispute settling procedure) will apply if either party believes the application of more flexible designated Award conditions is being unreasonably withheld or considered.

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 the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.
- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given 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 EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Employment categories

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

Employment categories are:

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

4.2 Bush fire fighting

Unless otherwise agreed in accordance with clause 3.1 (Workplace consultation) and subject to any statutory obligations the following provisions shall apply to employees whilst engaged in bush fire fighting duties in the Emmanuel pine plantations in South East Queensland:

- 4.2.1 *General*

Upon the outbreak of a bush fire an employee may be required by the employer to engage in the work of fighting bush fires. An employee so required shall be employed in accordance with the following conditions.

4.2.2 *Retention of classification*

An employee shall retain the classification upon which the employee was employed immediately prior to the outbreak of a bush fire, provided that the employer may for the purposes and during any period of bush fire fighting operations specifically assign an employee to another classification for which a higher wage rate is prescribed.

4.2.3 *Emergency period*

In order to allow the employer an opportunity to organise their resources there shall be an emergency period extending from the time a bush fire is reported to the employer until 12 hours after midnight of the day in which the report is made.

4.2.4 *Rest periods*

Except during the prescribed emergency period, an employee shall receive a rest period of 8 consecutive hours off duty between the employee's work on 2 successive days. In the event of the employee not receiving such rest period, the employee shall be paid at the rate of double time for all work performed on the succeeding day until such time as a rest period of 8 consecutive hours paid for at the rate of ordinary time is granted. Upon resumption of fire-fighting work at the conclusion of a deferred paid rest period, the employee shall be deemed to commence work on a new day.

4.2.5 *Overtime*

All time worked on any day Monday to Friday shall be paid for at time rate of ordinary time for the first 8 hours and at the rate of time and a-half for the next 3 hours and at the rate of double time thereafter:

Provided that the rate of an employee who during such period is required to work beyond midnight shall not revert to ordinary time until the employee has had 10 consecutive hours off duty whereupon a new day shall be deemed to commence.

4.2.6 *Saturday work*

All time worked by an employee on a Saturday shall be paid for at the rate of time and a-half.

4.2.7 *Sunday and holiday work*

All time worked by an employee on a Sunday shall be paid at the rate of double the ordinary prescribed rate and for all time worked on a holiday at 2 and a-half times the ordinary prescribed rate.

4.2.8 *Travelling time*

All time spent by an employee in proceeding to and from a bush fire at the direction of the employer shall be deemed to be time worked, provided the employee travels to and from the fire without unreasonable delay.

4.2.9 *Meal intervals*

All meal intervals not exceeding 30 minutes duration shall be counted as time worked.

4.2.10 *Provision of meals*

Except during the emergency period, the employer shall provide 3 meals per day, provided that where an employee is required to work at night the employer shall supply suitable provisions at reasonable intervals and agreed between the Union and the employer. During the prescribed emergency period the employee shall be provided with supplementary rations by the employer. All food supplied by the employer shall be free of charge.

4.2.11 *Resumption of normal duties*

An employee who had been engaged on fire-fighting work shall be entitled upon the cessation of such work and prior to the resumption of normal duties to a clear break of 10 hours without loss of pay for ordinary working time occurring during such break:

Provided that clause 4.2.11 shall not apply with respect to any fire-fighting operations commenced and completed between the hours of 7.00 a.m. and 5.00 p.m.

4.3 Operation of classifications structures

- 4.3.1 In conjunction with the making of this Award employees shall perform a wider range of duties including work which is peripheral or incidental to their main tasks or functions.
- 4.3.2 The employer may direct an employee to carry out such duties as are reasonably within the limits of the employees' skill, competence and training.
- 4.3.3 The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 4.3.4 Any direction issued by the employer pursuant to clauses 4.3.1 and 4.3.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.4 Anti-discrimination

- 4.4.1 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 Act 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.
- 4.4.2 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.
- 4.4.3 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.
- 4.4.4 Nothing in clause 4.4 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.

4.5 Termination of employment

4.5.1 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.

4.5.2 Termination by employer

- (a) An employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:

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

- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.5.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be one week, or payment forfeited in lieu thereof.

4.5.4 *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.

4.6 Introduction of changes

4.6.1 *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.

4.6.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.6.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.7 Redundancy

4.7.1 *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 4.7.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.7.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.7.1 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 4.5.
- (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.

4.7.3 *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 4.7.3, '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.

4.7.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.7.1, 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.

4.7.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.7.1, 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.

4.7.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.5.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.7.1(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.

4.7.7 *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.

4.7.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.7.1(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.

4.7.9 *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.

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

Clause 4.7 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.

4.7.11 *Employees exempted*

Clause 4.7 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.

4.7.12 Employers exempted

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.7 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.

4.7.13 Exemption where transmission of business

- (a) The provisions of clause 4.7.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.7.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.7.14 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.

4.8 Trainees

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

4.9 Continuity of service - transfer of calling

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Definition of classifications - Grade Level descriptions

5.1.1 Grade Level 0

- (a) An employee recruited into the organisation who does not meet the requirements of another level shall be graded in this level.

During the period an employee is training and working at this level an employee will undergo an induction program covering:

- (i) basic occupational health and safety;
- (ii) first aid;
- (iii) conditions of employment;
- (iv) company structure, policy and objectives;
- (v) work group meetings skills;
- (vi) quality skills.

- (b) An employee at this level will be engaged in work for training purposes.

An employee will be promoted from this level to level 1 on completion of training within an agreed time frame of not more than 3 months.

If the person has not successfully completed the induction training within the 3 months, the persons ongoing employment and training program will be reviewed.

5.1.2 *Grade Level 1*

- (a) General description of the level

At this level an employee undertakes basic tasks under direct supervision.

- (b) Indicative tasks of functions

An employee at this level will undergo training as well as carrying out the following indicative tasks of functions.

- (c) At the mill site

- (i) operating basic equipment such as the product deck, sorter bin, stick magazine, dry waste hogger,
- (ii) log washer and peeler;
- (iii) grading and stacking and packing;
- (iv) cleaning;
- (v) operating manual handling equipment;
- (vi) general warehouse duties;
- (vii) tailing out on all types of saws.

- (d) In the forestry operations

General forest work.

- (e) General description of skills being acquired

During the period an employee is training and working at this level an employee will acquire the skills to:

- (i) Follow standards and procedures;
- (ii) Use correct manual handling procedures and practices;
- (iii) Use basic hand tools;
- (iv) Use small chain saws;
- (v) Use basic equipment.

- (f) General description of knowledge being acquired

During the period an employee is working at this level an employee will acquire:

- (i) knowledge of the resource used in the enterprise;
- (ii) broad understanding of all functions carried out in the enterprise and a more detailed
- (iii) understanding in the area where the person will work;
- (iv) knowledge of the range and use of basic hand tools and/or small chainsaws;
- (v) basic knowledge of quality requirements and procedures;
- (vi) knowledge of the health and safety procedures and regulations relevant to tasks and functions carried at this and the next level.

- (g) Level of responsibility

An employee at this level exercises minimal judgement and works under direct supervision.

- (h) Promotional criteria

An employee remains at this level until capable of effectively performing, through assessment or appropriate certification, the tasks required of the next level. The person shall be promoted to the next level when a position becomes available and/or the employee is required to carry out the higher duties.

5.1.3 *Grade Level 2*

(a) General description of the level

To be graded and competent to perform work within the scope of this level, an employee:

- (i) will have a broad general knowledge of the industry and the functions carried out in the workplace;
- (ii) will work under direct supervision either individually as or part of a team;
- (iii) will work on manual type tasks or with plant or equipment that carries out single purpose operations or assist an employee or team carrying out more complex operations;
- (iv) will understand and undertake basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- (v) will operate flexibly between work areas;
- (vi) may assist skilled trainers in provision of on the job training;
- (vii) will understand and use relevant basic environmental procedures.

(b) Indicative tasks or functions

An employee at this level will have the skills and knowledge to carry out any or all the following indicative tasks or functions to the specified standards.

(c) At the mill site

(i) Setting up and operating minor machines such as:

- (A) Sorter;
- (B) Stacker;
- (C) Rotary Gang Saw;
- (D) Four Saw;
- (E) Valley Trimmer;
- (F) Planning Machines;
- (G) Stress Grader;
- (H) Docking Saw;
- (I) Band Resaw;
- (J) Milti Rip Saw;
- (K) Profiler;
- (L) Bezner;
- (M) Peeler/Scanner.

- (ii) Post merchandiser;
- (iii) Visually grading timber;
- (iv) Tagging and tally timber including using a computer to generate labels etc.;
- (v) assisting in preparing timber orders by selecting pre-cut timber from stocks;
- (vi) performing basic and/or routine maintenance on equipment being used at this level.

(d) In the forestry operations

Performing manual tasks as prescribed.

(e) General description of skills

In addition to the skills outlined at Level 1 and those necessary to operate machinery and equipment at this level an employee will have the skills to:

- (i) perform manual tasks;
- (ii) recognise basic quality deviations and faults in the work being performed;
- (iii) detect mechanical and/or electrical faults and describe them accurately so the fault can be rectified;
- (iv) operate basic preset cutting equipment and machinery using control levers, control panels and control keyboards;
- (v) use power hand tools safely;
- (vi) make judgements by eye of shape and size;
- (vii) enter and retrieve basic information from a computer.

(f) General description of knowledge required

In addition to the knowledge required from Level 1 an employee at this level will:

- (i) know the basic uses and value of timber produced at the plant;
- (ii) know the occupational health and safety procedures for operation of machinery and equipment at this level;

(iii) know the use and function of hand tools and base technology saws/machine/equipment for this level.

(g) Level of responsibility

In addition to the responsibility required for Level 1 and employee at this level will be responsible for:

- (i) the quality of the employee's own work subject to direct supervision;
- (ii) identifying and solving minor problems which occur in the work that the person performs and reporting; problems that the person cannot solve;
- (iii) working to pre-determined standards and outcomes;
- (iv) keeping own work area safe and clean;
- (v) assisting with on-the-job training for employees at this level as well as employees at Level 1.

(h) Promotional criteria

An employee remains at this level until capable of effectively performing, through assessment or appropriate certification, the tasks required of the next level. The person shall be promoted to the next level when a position becomes available and/or the employee is required to carry out the higher duties.

5.1.4 Grade Level 3

(a) General description of level

To be graded and competent to perform work within the scope of this level an employee:

- (i) will work under general supervision either individually or in a team environment;
- (ii) will be responsible for quality of the employee's own work subject to general supervision;
- (iii) will work with plant or equipment that carries out multiple purpose operations;
- (iv) will optimise production and quality from the employee's own work area and rectify minor faults;
- (v) will operate flexibly between work areas and machines;
- (vi) may assist skilled trainers in the provision of on-the-job training;
- (vii) will understand and use environmental control procedures.

(b) Indicative tasks or functions

An employee at this level will have the skills and knowledge.

(c) At the mill site

- (i) operating, including setting up twin edgers, twin and quad bandsaws, log merchandisers, optimising dockers, mechanical stress graders, mechanical stacking and sorting equipment;
- (ii) operating, setting up, resetting and maintaining planing machines;
- (iii) operating, including setting up a range of preset wood machines where there is restricted cutter saw access and no trade certificate is required;
- (iv) controlling the flow of materials through mill;
- (v) grinding and sharpening debarker/chipper blades;
- (vi) sharpening saws when no tensioning is required;
- (vii) operating kilns including being responsible for temperature readings and recordings;
- (viii) selecting, grading and marking materials from stock for filling orders including tallying, measuring and checking of complete orders and compiling for dispatch;
- (ix) preparing preservation solution, loading and unloading cylinders and doing appropriate paperwork;
- (x) analysing log moisture content and selecting the preservation method;
- (xi) driving a truck under 22 tonne;

(d) In the forestry operations

- (i) cleaning/refuelling/degreasing machines;
- (ii) compiling Production Reports;
- (iii) falling and processing of trees for extraction in small tree environment;
- (iv) performing work involving being trained in use of forestry equipment;
- (v) performing manual tasks.

(e) General description of skills required

In addition to the skills outlined at Level 2, an employee will have the skills to:

- (i) operate machinery/saws/equipment according to prescribed procedures and standards appropriate to this level;

- (ii) grade timber according to standards and to exercise quality control in accordance with standards learnt by passing the grading assessments;
- (iii) recognise quality requirements to their own work or the work of their team;
- (iv) interpret and follow plans and procedures;
- (v) detect mechanical and/or electrical faults and initiate corrective action for minor faults.

(f) General description of knowledge required

In addition to the knowledge required at Level 2, an employee at this level will:

- (i) know the use and functions of saws, machines and equipment used at this level;
- (ii) know how timber dries in kilns;
- (iii) know how to stress grade timber by having completed the required stress grading course;
- (iv) know how to operate and maintain equipment that requires a licence/certificate by having been certified by the appropriate authority to operate the machinery or complete the task;
- (v) know the health and safety procedures/regulations appropriate to this level.

(g) Level of responsibility

In addition to the responsibility required at Level 2, an employee at this level will be responsible for:

- (i) the quality of the employee's own work subject to routine supervision;
- (ii) optimise outputs from their own or their teams work process subject to routine supervision;
- (iii) exercising discretion and judgement to complete allocated duties to set standards and to resolve simple problems;
- (iv) assisting with on-the-job training for employees at this or lower levels.

(h) Promotional criteria

An employee remains at this level until capable of effectively performing, through assessment or appropriate certification, the tasks required of the next level. The person shall be promoted to the next level when a position becomes available and/or the employee is required to carry out the higher duties.

5.1.5 *Grade Level 4*

(a) General description of the level

To be graded and competent to perform work within the scope of this level on employee:

- (i) will work from complex instructions and procedures;
- (ii) will work in a team environment or works individually under general supervision;
- (iii) will operate integrated production equipment or processes;
- (iv) will use judgement and discretion to optimise production, ensure quality,
- (v) fault find within their own area of work;
- (vi) will operate flexibly between work areas, tasks and machines;
- (vii) may assist skilled trainers in provision of on-the-job training;
- (viii) will ensure application of sound forest environmental practices.

(b) Indicative tasks or functions

An employee at this level will have skills knowledge and responsibility to carry out the following indicative tasks or functions.

(c) At the mill site

- (i) leading a team or work group in a section of the plant;
- (ii) wood machining;
- (iii) operating and maintaining the heavy mobile equipment used in log yard operations;
- (iv) sharpening saws where tensioning is required;
- (v) operating boilers including being responsible for temperature readings and recordings;
- (vi) maintaining and fault finding on plant and equipment;

(d) In forestry operations

- (i) maintaining and fault finding on plant and equipment (including lubrication);
- (ii) operating and maintaining forestry equipment including feller buncher, forwarder, clam bunk, processor, dozer, skidder, chipper;
- (iii) identifying and repairing minor faults in harvesting and extraction equipment;

- (iv) operating and maintaining other complex harvesting equipment;
- (v) carrying out grading and segregation of product, and meeting sawlog quality specifications at the end point of the process chain in the plantation.

(e) General description of skills

In addition to the skills outlined at Level 3 and those necessary to operate machinery and equipment at this level an employee will have the skills to:

- (i) set up, monitor and adjust machines or equipment to produce a product to specified standards;
- (ii) monitor and adjust operating variables and select suitable methods to maximise operating efficiency including the use of keyboard and computerised process control skills;
- (iii) identify problems, devise and implement solutions within own work area;
- (iv) drive and operate mobile machinery;
- (v) select suitable methods for completing tasks and planning the order in which to complete them;
- (vi) assess timber for harvesting giving regard to quality and the purpose it will be used for.

(f) General description of knowledge required

In addition to the knowledge required at Level 3 an employee at this level will:

- (i) have a basic understanding of the technology for milling drying and preserving timber;
- (ii) know the use and functions of saws, machines and equipment used at this level;
- (iii) know the health and safety legislation and procedures appropriate to this level;
- (iv) know the industry standards for tasks performed at this level.

(g) Level of responsibility

In addition to the responsibility required at Level 3 an employee at this level will be responsible for:

- (i) the quality of their own work subject to general supervision;
- (ii) identify problems and devising solutions within their own or their work teams area;
- (iii) selecting suitable methods for completing tasks by co-ordinating work teams or working individually;
- (iv) assisting with on-the-job training of employees at this or lower levels.

(h) Promotional criteria

An employee remains at this level until capable of effectively performing, through assessment or appropriate certification, the tasks required of the next level. The person shall be promoted to the next level when a position becomes available and/or the employee is required to carry out the higher duties.

5.1.6 Grade Level 5

(a) Grade description of the level

To be graded and competent to perform work within the scope of this level an employee:

- (i) will understand and know the process and products produced at the plant;
- (ii) will work under general supervision or actually supervise a section of the plant and employees;
- (iii) will understand and apply quality control techniques for self and others;
- (iv) will use judgement and discretion to optimise production in the plant or sections of the plant;
- (v) will inspect products and/or materials for conformity with operational standards;
- (vi) will work from complex instructions and procedures to a level beyond that of Level 4;
- (vii) will conduct training in conjunction with a skilled trainer;
- (viii) will operate flexibly between work areas, tasks and machines.

(b) Prerequisites

For a person engaged in the tasks of wood machining to be graded at this level the person must hold a trade certificate or trades-persons rights certificate in the appropriate skill area.

(c) Indicative tasks or functions

An employee at this level will have the skills to the special standards and knowledge to carry out the following indicative tasks or function.

(d) At the mill site and in the forestry operations

- (i) saw doctoring;
- (ii) leading a team or a number of teams in a section of the plant that requires the person to perform work which, while primarily involving the skills of the employee's technical or operational skills, requires people skills and process knowledge that facilitates the completion of the whole task. Such incidental or peripheral work would not necessarily require additional formal technical training.

(e) General description of skills

In addition to the skills outlined at Level 4 and those necessary to operate machinery and equipment at this level an employee will have the skills to:

- (i) identify problems, devise and implement solutions within their own work area and within other areas in the enterprise;
- (ii) supervise workers in the training situation;
- (iii) set up, operate and monitor mechanical and/or CNC equipment used in work area;
- (iv) work to standards requiring precision and attention to detail;
- (v) optimise production processes and quality control from the plant;
- (vi) communicate effectively with all levels on both technical and non technical aspects of the enterprise;
- (vii) solve problems.

(f) General description of knowledge required

In addition to the knowledge required at Level 4 an employee at this level will:

- (i) know the site production process and the product specifications and quality standards required for good customer service;
- (ii) understand process control theory and be able to use it to optimise output from the plant;
- (iii) have practical understanding and knowledge of statutory requirements for work done at this level and below;
- (iv) know training principles and practices;
- (v) an employee doing the indicative tasks of saw doctoring or wood machinery would also have technical knowledge acquired through the appropriate trade courses needed to obtain a tradesperson's certificate or equivalent;
- (vi) know the occupational health and safety techniques and legislation for work performed at this level.

(g) Level of responsibility

In addition to the responsibility required for Level 4 an employee at this level will be responsible for:

- (i) the quality and outcomes of their own work and/or the work of others who are supervised;
- (ii) identifying problems and devising and implementing solutions to meet operating requirements for all aspects of production;
- (iii) train other employees using a structured training program.

(h) Promotional criteria

An employee remains at this level until capable of effectively performing, through assessment or appropriate certification, the tasks required of the next level. The person shall be promoted to the next level when a position becomes available and/or the employee is required to carry out the higher duties.

5.1.7 Grade Level 6

(a) General description of level

To be graded and competent to perform work within the scope of this level an employee:

- (i) will have a level of skill, knowledge and/or responsibility in excess of that required for Level 5;
- (ii) will plan their own work and the work of others who they have responsibility for;
- (iii) will have the ability to plan, conduct and evaluate training both on and off the job, one to one and in groups.

(b) Indicative tasks or functions

An employee at this level will have skills knowledge and responsibility to carry out the following indicative tasks or functions:

- (i) leading a shift or a number of teams that requires a person to perform work which, while primarily involving the skills of the employee's technical or operational skills, requires people skills and process knowledge that facilitates the completion of the whole task;
- (ii) maintaining machines or equipment;
- (iii) planning, evaluating and conducting formalised training both on or off the job;
- (iv) in forest operations direct operations in an emergency situation such as a forest fire.

(c) General description of skills

In addition to the skills outlined at Level 5 an employee will have skills to:

- (i) communicate, lead and instruct both verbally and in writing;
- (ii) plan work for self and others;
- (iii) identify problems individually or in a group;
- (iv) apply quality control techniques to the work of self and others to a high degree of accuracy;
- (v) plan, conduct and evaluate training on and off the job in groups or on one to one basis.

(d) General description of knowledge required

- (i) have a detailed knowledge of the site production processes and products;
- (ii) know the industry and company standards for work on the site;
- (iii) know the health and safety, environmental and legal requirements and procedure for work done at the site;
- (iv) know the theory and practice to be able to train employees;
- (v) know how to lead people.

(e) Level of responsibility

At this level an employee will work with minimal supervision and be responsible for the work being carried out within the scope of authority delegated by the person's manager or supervisor.

In particular the person shall be responsible within their delegated authority for such things as:

- (i) planning work and ensuring it is carried out;
- (ii) giving directions on tasks to be carried out, work method to be used and timetabling of jobs;
- (iii) ensuring employees are trained and competent to carry out the work they are assigned.

5.2 Wages

5.2.1 The minimum weekly wages and allowances payable to adult employees shall be:

Grade Level Award	Award Rate Per Week
	\$
6	691.80
5	666.90
4	644.00
3	612.30
2	591.40
1	580.70
0	568.20

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 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 The following jobs/tasks have been graded as per the grade level descriptions as set out in clause 5.1.

Level	Classification	Comments
6	Technical and Process Support Leaders	Accredited training or recognition of prior learning

5	Senior Team Leader Saw Doctor	Accredited training, e.g. first line management or recognition of prior learning Trade certificate required
4	Boiler Operator Wood Machinist A Team Leader Forklift Driver over 4536kg Truck driver over 22 tonne Forest Machine Operator Log Loader - 75 to 186kw	Trade certificate required People skills and Teamwork skills Includes stacking timber in yard, loading truck and handling paperwork
3	Treatment Plant Operator Major Machine Operator Saw Sharpener Wood Machinist B Process Control Kiln Attendant/Operator Truck Driver under 22 tonne Forklift Driver under 4536 kg	Includes setting up as well as operating - Quad Saw - Twin Saw - Twin Edger - Log Merchandiser - Stress Grader - Paul Docker No tensioning Non Trade Certificate Includes monitoring, controlling and changing parameters Includes deliveries and paperwork
2	Minor Machine Operator Tally and Tagging 2 Timber Grader	Includes setting up as well as operating - Sorter - Stacker - Rotary Gang Saw - Four Saw - Valley Trimmer - Planning Machines - Stress Grader - Docking Saw - Bank Resaw - Multi Rip Saw - Profiler - Bezner - Peeler/Scanner - Post Merchandiser Basic computer skills Visual fully trained in grading
1	General Mill Hand	Includes operating - Product Dock - Sorter bin - Stick Magazine - Dry Waste Hogger - Log Washer Includes - Packing - Grading/Stacking - Tagging and Tallying - Cleaner
0	New Employee	Induction

5.2.3 Any employee graded at level 3, 4 or 5 who has accredited technical skills, specialist skills, supervisory skills and/or responsibilities that have been obtained through a formal training program or on the job shall be paid at a rate halfway between their grade and the next grade.

5.3 Juniors

The minimum rate of pay for a junior employee graded at skill level 0, 1 or 2 shall be:

	Percentage of The Grade Level Rate %
Under 16 years of age	50
16 and under 17 years of age	65
17 and under 18 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.

5.4 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 (EFT) into an employee's nominated bank account, Credit Union or Building Society Account without cost to the employee, provided further, where EFT is used, an employee's wage must be available to the employee prior to normal ceasing time on the employee's recognised pay day.

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

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

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

5.5 Allowances

5.5.1 Travelling time

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

Clause 5.5.1 shall not apply to employees performing their normal work in forestry operation job/task.

5.5.2 First aid allowance

Any qualified employee appointed by the employer to perform first aid duty shall be paid \$12.40 per week in addition to the employee's ordinary rate of pay.

5.5.3 Forest work allowance

All employees in forestry operation classification working in forests shall be paid an allowance of \$23.50 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, wet weather and ensure dense undergrowth):

Provided that an employee receiving payments pursuant to clause 5.5.3 shall not be entitled to any payment for working in the rain, except in the case of employees working in water to a depth of 762mm or more.

5.5.4 Resources location allowance

All employees in forestry operation jobs/tasks as set out in clause 5.2.2 working the forests who have to get to and from their work site using a private vehicle shall be paid an allowance of \$8.20 per week which shall be treated as part of the ordinary wage for the purposes of this Award to compensate for any wear and tear, damage or any other cost associated with getting to and from the work site in the forest. This allowance will not be paid to an employee who is always supplied with company transport to and from the work site.

5.5.5 *Bushfire fighting*

When an employee is required to stand-by in readiness for an immediate call to engage in the work of fighting bushfires or associated work and the employee holds themselves available, either at their home or another place other than their normal place of employment that is mutually agreed between the employee and employer, then the employee shall be paid at the rate of \$5.571 per hour, provided that if an employee is called upon to perform fire fighting work then the provisions of clause 4.2 (Bush Fire Fighting) shall apply.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEK-END WORK

6.1 Hours of work - day work

6.1.1 *Ordinary hours of work*

Ordinary working hours shall average 38 per week. Unless otherwise agreed in accordance with clause 3.1 (Workplace consultation) the following provisions shall apply:

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

6.2 Hours of work - shift work

6.2.1 *Ordinary hours of work*

Ordinary hours of work shall average 38 per week. Unless otherwise agreed in accordance with clause 3.1 (Workplace consultation) the following provisions shall apply:

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

6.2.2 *Definitions*

For the purpose of clause 6.2:

- (a) "Afternoon shift" means any shift finishing after 6.00 p.m. and at or before midnight.
- (b) "Continuous shift 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.
- (c) "Night shift" means any shift finishing subsequent to midnight and or before 8.00 a.m.
- (d) "Rostered shift" means a shift of which the employee concerned has had at least 48 hours notice.
- (e) Unless otherwise agreed in accordance with clause 3.1 (Workplace consultation) a working day shall be defined as commencing with the beginning of the day shift and as ending with the completion of the night shift, so that the night shift shall be paid for as if worked on the previous day of the calendar week.

A night shift, however, which commences before midnight on Sunday night, shall not attract Sunday penalties and will be regarded as ordinary time.

6.2.3 *Rates for afternoon and night shifts*

When working afternoon or night shift employees shall be paid \$9.70 per shift, in addition to the rates prescribed by this Award for the class of work performed.

6.2.4 *Rates for ordinary shifts on Saturday or Sunday*

A shift worker on a rostered shift the major portion of which is performed on a Saturday or Sunday shall be paid at the following rate:

- (a) Saturday - Time and one-half.
- (b) Sunday - Double time.

In circumstances where shift employees work ordinary hours on Saturday and/or Sunday the shift allowance prescribed in clause 6.2.3 shall not be payable in addition to the foregoing rates.

6.2.5 *Change of shifts or from shift work to day work*

An employee required to change from one shift to another or to change from day work to shift work or shift work to day work shall be given not less than 48 hours' notice of such change.

6.3 Operation of the 38 hour week

Unless otherwise agreed in accordance with clause 3.1 (Workplace consultation) the following provisions shall apply:

6.3.1 The method of work the 38 hour week shall be agreed between the employer, the employees and the Union.

6.3.2 *Rostering arrangements*

- (a) Different methods of working the 38 hour week may apply to various groups or sections of employees.
- (b) Where the method of working the 38 hour week involves the taking of a rostered day off and except as provided in clause 6.3.2(c), an employee shall be advised by the employer at least one week in advance of the week day the employee is to be rostered off duty. Where practicable rostered days off shall be on a Monday or Friday.
- (c) The employer, with the agreement of the majority of employees concerned, may substitute the rostered day of duty for another day to meet the requirements of the business.
- (d) An individual employee, with the agreement of the employer, may substitute the day the employee is rostered off duty for another day.

6.3.3 *Payment of rostered days off duty*

- (a) For every ordinary hour paid for, payment to the employee of 5% of the employee's hourly rate (weekly rate divided by 38) will be withheld by the employer and then paid in the pay week in which the employee's rostered day off is taken.
- (b) For all ordinary hours worked, where any allowance or penalty prescribed by the Award is expressed as a percentage or multiple of the ordinary rate, the ordinary rate for an 8 hour day or shift shall equal the weekly rate divided by 5.

6.3.4 *Banking of rostered days off*

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

6.3.5 *Sick leave, bereavement leave and rostered days off duty*

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

6.3.6 *Rostered days off falling on a public holiday*

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

6.4 Overtime

6.4.1 All time worked outside the rostered hours or in excess of daily or weekly hours shall be paid for day workers at the rate of time and a-half for the first 3 hours and double time thereafter and for shift workers at the rate of double time:

Provided that employees required to work day work who usually work permanent afternoon or night shift shall be paid at the rate of double time for all overtime worked whilst on day work:

Provided further, should a shift worker revert to normal day work including cases of maintenance shut-down overtime shall be paid in accordance with the provisions for day work.

6.4.2 All overtime on a Sunday shall be paid for at the rate of double time.

6.4.3 The rates prescribed herein shall be in substitution for and not cumulative upon the shift allowances, Saturday, Sunday and public holiday payments prescribed elsewhere in this Award.

6.4.4 An employee who is required to work overtime on a Saturday or Sunday shall be afforded at least 3 hours work or be paid for 3 hours at the appropriate rate except where such overtime is continuous with the employees ordinary hours or with overtime commenced on the previous day.

6.4.5 *Rest period after overtime*

(a) When overtime work is necessary it shall whenever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

(b) An employee who works so much overtime between the termination of the employees ordinary work on one day and the commencement of the employees ordinary work on the next day such that the employee has not had at least 10 consecutive hours off duty between those times shall, subject to this clause 6.4.5, 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.

(c) If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty for such period and shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(d) The provisions of clause 6.4.5 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:

(i) for the purpose of changing shift rosters; or

(ii) where a shift worker is absent from duty and a day worker or a shift worker is required to replace such shift worker; or

(iii) where a shift is worked by arrangement between the employees themselves.

6.4.6 *Call back*

(a) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of 4 hours work at the appropriate rate.

(b) Clause 6.4.6 shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific duty or job outside ordinary working hours or where the overtime is continuous with the completion or commencement of ordinary working time.

6.5 Meal breaks

6.5.1 *During ordinary time*

(a) Day workers

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

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

(b) Shift workers

Employees shall be allowed 30 minutes for crib during each shift for which no deduction of pay shall be made. Such crib shall be taken so as to not interrupt the continuity of work.

6.5.2 *During overtime*

(a) Overtime continuous with ordinary hours

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 or more than one hour if overtime continues beyond 6.00 p.m. the employee shall be allowed, after the expiration of the said 2 hours or one hour as the case may be, one-half hour at ordinary rates for the purpose of having a meal. At the expiration of each 4 hours' overtime worked thereafter the employees shall be allowed one-half of an hour at ordinary rates for the purpose of having a meal if work is to continue.

(b) Meal Allowance

If an employee is required to work overtime, the employee shall be supplied with a meal at the times mentioned above or shall be paid the sum of \$9.60 in lieu of such meal required.

6.6 Rest pauses

6.6.1 *During ordinary time*

Where practicable employees shall be entitled to two 10 minutes or one 20 minutes rest pause per day without deduction of pay. Rest pauses shall be taken at such times as agreed between the employer and employees concerned so as to minimise disruptions to work processes.

6.6.2 *During overtime*

After an employee has worked 2 consecutive hours' overtime the employee shall be given a rest pause of 10 minutes' duration without loss of pay before continuing such overtime.

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 of 4 weeks (152 hours).

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that leave and (subject to clause 7.1.7) shall be paid for by the employer in advance:

- (a) In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award, at that excess rate and in every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the holiday to the employee from the date of the termination of the employment and shall forthwith pay to the employee, in addition to all other amounts due to the employee, the employee's pay, calculated in accordance with clause 7.1.7, for 4 weeks and also the employee's ordinary hours pay for any public holiday occurring during such period of 4 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to the employee, an amount equal to 1/12th of the employee's pay for the period of the employee's employment calculated in accordance with clause 7.1.7.

7.1.5 Where an employer closes down the plant for the purposes of over-haul and/or allowing annual leave to be taken and there are persons who have not qualified for the full period of 4 weeks annual leave the employer may in respect of such persons:

- (a) pay to such employees an amount equivalent to 1/12th of one week's wages for each week of service, and stand them off during the balance of the close down without pay; or

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

7.1.6 If any holidays mentioned in clause 7.8 (Public holidays) occur during such annual leave then the period of annual leave shall be extended by one day for each holiday so occurring.
Except as hereinbefore provided, it shall not be lawful for the employer to give or for the employee to receive payment in lieu of annual leave.

7.1.7 *Calculation of annual leave pay*

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

(a) Shift Workers

Subject to clause 7.1.7, the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.

(b) Leading Hands

Subject to clause 7.1.7(c)(iii), leading hand allowance and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.

(c) All Employees

Subject to the provisions of clause 7.1.7(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

- (i) The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);
- (ii) Leading hand allowance or amounts of a like nature;
- (iii) A further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.7(c)(i) and (ii).

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

- (i) Any period or periods of annual leave exceeding:
 - 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
 - 4 weeks in any other case.
- (ii) Employers (and the employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.8 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.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every employee, except casuals, pieceworkers, and school-based apprentices and trainees, is entitled to 60.8 hours sick leave for each completed year of their employment with their employer .
- (b) This entitlement will accrue at the rate of 7.6 hours sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.

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

7.2.2 *Employee must give notice*

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

7.2.3 *Evidence supporting a claim.*

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

7.2.4 *Accumulated sick leave*

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

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

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

7.2.5 *Workers' compensation*

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

7.3 Bereavement leave

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

7.3.2 *Long-term casual employees*

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

7.3.3 "Immediate family" includes:

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

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

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

7.4 Long service leave

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 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 Trade Union training leave

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

For the purposes of clause 7.6 "ordinary pay" shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.

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

- (a) An employee must have at least 12 months uninterrupted service with an employer prior to such leave being granted.
- (b) A maximum of 2 employees per site per year may attend a course or seminar.
- (c) Clause 7.6 shall not apply to a site with less than 10 full-time employees.
- (d) The granting of such leave shall be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected.
- (e) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.
- (f) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- (g) Leave granted to attend courses will not incur any additional payment or alternate time off if such course coincides with the employee's day off in the 19 day month working arrangements or with any other concessional leave.
- (h) Such paid leave will not affect other leave granted to employees under this Award.

7.7 Jury service leave

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

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

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

7.8 Public holidays

7.8.1 All work performed on any of the following days:

- New Years Day (1 January)
- Australia Day (26 January)
- Good Friday
- Easter Saturday (the day following Good Friday)
- Easter Monday (the Monday following Good Friday)
- Anzac Day (25 April)
- Labour Day (the first Monday in May)
- Sovereign's birthday (the second Monday in June)
- Christmas Day (25 December)
- Boxing Day (26 December)

or any day appointed under the *Holidays Act 1983* to be a holiday in substitution for any of those days is to be paid for:

(a) In the case of work performed by a casual employee within the meaning of the Award:

- on Labour Day (the first Monday in May) or other day appointed under the *Holidays Act 1983* to be a holiday in substitution for that day, at the rate of double time and a-half, with a minimum of 4 hours;
- on any other day, at the rate of double time and a-half for the time actually worked by the employee.

(b) In the case of work performed by any other employee at the rate of double time and a-half, with a minimum of 4 hours.

7.8.2 *Annual show*

All work performed in a district for the time being specified by the Minister, by notification published in the *Industrial Gazette* on the day appointed under the *Holidays Act 1983* as a holiday in relation to an annual agricultural, horticultural or industrial show held in that district is to be paid for at the rate of double time and a-half, with a minimum of 4 hours.

7.8.3 *Double time and a-half*

For the purposes of clause 7.8, if a rate of wages is a weekly rate, the expression "double time and a-half" means one and one half days' wages in addition to the weekly rate provided for by the Award, and *pro rata* if there be more or less than a day.

7.8.4 All time worked on a holiday for which the employee is entitled to be paid at a rate prescribed by clauses 7.8.1 or 7.8.2 outside the period between the ordinary starting and ordinary finishing times provided for by the Award for the day of the week on which the holiday falls is to be paid for at double the rate provided for by the Award for such time when worked outside such period on any ordinary working day.

7.8.5 *Stand down*

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 first day of January occurring during the period on and from the date of the employee's dismissal or standing down, to and including the date of the employee's re-employment as aforesaid.

7.8.6 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 this clause 7.8:

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.

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

No provisions inserted in this Award relevant to this part.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to training and careers

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

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

9.1.2 Training

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 to acquire additional skills; and
- (c) removing barriers to the utilisation of skills acquired.

9.1.3 Following proper consultation with employees the employer shall develop a training programme consistent with:

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

9.1.4 (a) Where, as a result of consultation in accordance with clause 9.1 it is agreed that additional training in accordance with the programme developed pursuant to clause 9.1.4(b) should be undertaken by an employee, that training may be undertaken either on or off-the-job:

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

- (b) Any costs associated with standard fees for prescribed courses and 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.

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

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

10.1 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.

10.2 Provision of tools

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

10.3 Protective clothing and equipment

10.3.1 The employer shall provide and the employee shall wear or use protective clothing and equipment in accordance with the provisions of the *Workplace Health and Safety Regulations 1989*.

10.3.2 Working in Rain

Suitable waterproof clothing shall be supplied to employees who are required to work in the rain.

Provided that if such an employee while using such clothing nevertheless gets their clothes wet, the employee shall be paid double rates for all work so performed and such payment shall continue until the employee is able to change into dry clothing or until the employee ceases work, whichever is the earlier.

This provision shall not apply to employees who are paid under Schedule 2 of this Award.

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 the 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 Posting of Award

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

11.4 Union tickets

The employer shall on request in writing by the employee, pay to the Union, out of the employees' weekly wage the contribution of such employee as a member of the Union.

11.5 Leave reserved

Leave is reserved to the Union regarding the following matters:

- (a) shift allowances
- (b) saw doctors special rates and allowances

Dated 17 June 2003.

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

Operative Date: 18 August 2003