

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

FURNITURE AND ALLIED TRADES AWARD - STATE 2006

Following the Declaration of the General Ruling in the 2011 State Wage Case (matter numbers B/2011/17 and B/2011/19), the Furniture and Allied Trades Award - State 2006 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Furniture and Allied Trades Award - State 2006 as at 1 September 2011.

Dated 1 December 2011.

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

FURNITURE AND ALLIED TRADES AWARD - STATE 2006

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Furniture and Allied Trades Award - State 2006.

1.2 Arrangement

Subject Matter	Clause No.
PART 1 - APPLICATION AND OPERATION	
Title	1.1
Arrangement	1.2
Date of operation	1.3
Award coverage	1.4
Area of operation	1.5
Parties bound	1.6
Definitions	1.7
PART 2 - FLEXIBILITY	
Enterprise flexibility	2.1
PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION	
Consultation	3.1
Grievance and dispute settling procedures	3.2
PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS	
Contract of employment	4.1
Part-time employment	4.2
Casual employment	4.3
Juniors	4.4
Trainees	4.5
Piecework	4.6
Anti-discrimination	4.7
Termination of employment	4.8
Introduction of changes	4.9

Subject Matter	Clause No.
Redundancy	4.10
Continuity of services - transfer of calling	4.11
 PART 5 - WAGES AND WAGE RELATED MATTERS	
Wages	5.1
Career path progressions and classification criteria	5.2
Job definitions and indicative tasks	5.3
Payment of wages	5.4
Allowances	5.5
Occupational superannuation	5.6
 PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK	
Hours of work	6.1
Shift work	6.2
Overtime	6.3
Meal breaks	6.4
Rest pauses	6.5
 PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS	
Annual leave	7.1
Sick leave	7.2
Bereavement leave	7.3
Long service leave	7.4
Family leave	7.5
Public holidays	7.6
Jury service	7.7
 PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK	
Fares and travelling	8.1
 PART 9 - TRAINING AND RELATED MATTERS	
Workplace training committees	9.1
 PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES	
Health and safety	10.1
General conditions	10.2
 PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS	
Right of entry	11.1
Time and wages record	11.2
Union encouragement	11.3
Award posting	11.4
Notice boards	11.5
Trade union training leave	11.6
Pro forma letter of appointment	Schedule 1

1.3 Date of operation

This Award takes effect from 19 May 2006.

1.4 Award coverage

This Award applies in the State of Queensland to employers whose employees are wholly or partially engaged in any aspect of the following industries and/or callings and to those classifications nominated in Part 5.

- 1.4.1 Manufacture, repair or renovation of furniture and pre-fabricated articles (including all types of floor covering other than ceramic tiles) which are manufactured in such factories (not including sawmills and joinery works).
- 1.4.2 Preparation, manufacture and repairing of blinds and/or shades.
- 1.4.3 Manufacture of sporting goods, veneer panels, ladders, toys and small wooden and/or bamboo articles of a similar nature, all types of wooden and/or bamboo articles or articles which are essentially of wooden and/or bamboo construction including boxes, canes etc., used to house or accommodate the following articles: jewels, trinkets, cutlery, sewing machines, transistor sets, record players, recordings, tape recorder sets, photo slides.
- 1.4.4 Making, manufacture or repair of new or second hand picture frames and art over-mantels.
- 1.4.5 Makers, repairers, assemblers, tuners and polishers of musical instruments.
- 1.4.6 This Award will not apply where employees are:
- (a) Engaged on work as defined in the Building Construction Industry Award - State 2003. For example, the installation of cabinets and other pre-fabricated or pre-manufactured furnishing products shall be excluded from coverage under this Award.
 - (b) Specifically engaged "on site" in the installation or repair of any specialty flooring product. For example any resilient flooring surfaces including carpet, carpet tiles, floating flooring, etc.
 - (c) Engaged under the Building Products, Manufacture and Minor Maintenance Award - State 2003;
 - (d) Engaged under the Retail Industry Award - State 2004.
 - (e) Engaged under the Building Trades Public Sector Award - State 2002
 - (f) Specifically covered by any other award.

1.5 Area of operation

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

1.5.1 Divisions

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

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

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

1.5.2 Districts

(a) Northern Division:

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

Western District - The remainder of the Northern Division.

(b) Southern Division:

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

Western District - The remainder of the Southern Division.

1.6 Parties bound

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

1.7 Definitions

- 1.7.1 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.7.2 "Apprentice" means the same as specified in the *Vocational Education, Training and Employment Act 2000*, as amended from time to time.
- 1.7.3 "Apprenticeship" means the same as specified in the *Vocational Education, Training and Employment Act 2000*, as amended from time to time.
- 1.7.4 "Australian Qualifications Framework" (AQF) means the national system of recognition for the issue of vocational qualifications.
- 1.7.5 "Commission" means the Queensland Industrial Relations Commission.
- 1.7.6 "Competencies" means the units of competence specified in either the relevant industry national competency standards endorsed by the Australian National Training Authority or a course accredited by a state training authority.
- 1.7.7 "Course" means the same as specified in the *Vocational Education, Training and Employment Act 2000*, as amended from time to time.
- 1.7.8 "Industry training advisory body (ITAB)" means the same as specified in the *Vocational Education, Training and Employment Act 2000*, as amended from time to time.
- 1.7.9 "Part-time apprentice or trainee" means an apprentice or trainee who undertakes an apprenticeship or traineeship on a part-time basis by working less than the ordinary weekly hours as prescribed by the industrial instrument applicable to the workplace, or the Act, and by undertaking a course at the same or lesser training time than a full-time apprentice or trainee.
- 1.7.10 "Qualification" means an employee who possesses an AQF qualification or another qualification that pre-dates the introduction of AQF. It is recognised that the accreditation and recognition process associated with qualifications will change over time. To assist the parties, it is agreed that the parties may refer issues to the Department of Employment and Training and/or the relevant Industry Training Advisory Body recognised within the *Vocational Education, Training and Employment Act 2000* or its successor for assistance in determining appropriate alternative criteria. Thereafter a simple exchange of letters between the major respondents to the Award shall form the base for classifying and recognising particular qualifications.
- 1.7.11 "Recognition of prior learning" means the process whereby competencies already attained by an individual (for example, through formal and informal training, work or life experiences) can be assessed and recognised as fulfilling certain components or competencies of the qualification.
- 1.7.12 "School-based apprenticeship or traineeship" means a contract of training and paid employment where a school student's timetable or curriculum reflects a combination of work, training and school study, which together lead to the award of a senior certificate or its equivalent, and progress towards, or the attainment of, a vocational qualification.
- 1.7.13 "Trainee" means the same as specified in the *Vocational Education, Training and Employment Act 2000*, as amended from time to time.
- 1.7.14 "Traineeship" means the same as specified in the *Vocational Education, Training and Employment Act 2000*, as amended from time to time.
- 1.7.15 "Training package" means a series of industry based and nationally recognised qualifications, competency standards and assessment guidelines that are endorsed by the Australian National Training Authority. Training packages may also be supported by non-endorsed components such as learning strategies, assessment resources and professional development materials.
- 1.7.16 "Training plan" means the same as specified in the *Vocational Education, Training and Employment Act 2000*, as amended from time to time.

1.7.17 "Training Recognition Council" means the same as specified in the *Vocational Education, Training and Employment Act 2000*, as amended from time to time.

1.7.18 "Training record" means the same as specified in Division 3 of the *Vocational Education, Training and Employment Regulation 2000*, as amended from time to time.

1.7.19 "Union" means The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

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

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultation

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

3.1.2 At each plant or enterprise, an employer, the employees and their Union commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or unions for consideration consistent with the objectives of clause 3.1.1 will be processed through the consultative mechanism and procedures.

3.2 Grievance and dispute settling procedure

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

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

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

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

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

- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.2.9 Any order or decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.
- 3.2.11 Clause 3.2 will not have application to employees of the Crown who are covered under the Public Sector Employees - Grievance Procedures Award - State.

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

4.1 Contract of employment

- 4.1.1 Employees covered by this Award shall be engaged under one of the following employment categories:
- (a) full-time;
 - (b) part-time (as defined); or
 - (c) casual (as defined).
- 4.1.2 An employer must, at the time of engagement, provide to the employee a letter detailing the following information:
- (a) The employment category the employee is to be engaged under;
 - (b) Details of the employer's full name and address;
 - (c) The job to be performed;
 - (d) The classification level for the employee;
 - (e) The actual or likely number of hours to be worked per pay period;
 - (f) The relevant rate of pay; and
 - (g) The contingency on which the engagement expires, or the notice, if any, that will be given to terminate any ongoing employment.

Schedule 1 to this Award provides a *pro-forma* letter for compliance with the requirements of clause 4.3.

- 4.1.3 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote deskilling.
- 4.1.4 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 4.1.5 Any direction issued by an employer pursuant to clauses 4.1.3 and 4.1.4 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.1.6 The provisions of Chapter 3, Part 6 of the Act shall apply in regard to the stand down of employees.

4.2 Part-time employment

4.2.1 An employee may be engaged to work on a part-time basis involving a regular pattern of hours which shall average less than 38 hours per week.

4.2.2 (a) Before commencing part-time employment, the employee and employer must agree in writing:

(i) upon the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work; and

(ii) upon the classification applying to the work to be performed in accordance with Part 5 of this Award.

(b) Except as otherwise provided in this Award, a part-time employee is entitled to be paid for the hours agreed upon in accordance with clause 4.2.2(a).

(c) The terms of this Award or any amendment to it shall be in writing and retained by the employer. A copy of the Award and any amendment to it shall be provided to the employee by the employer. An example of an amendment may be a work roster.

4.2.3 The terms of this Award shall apply *pro-rata* to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

4.2.4 *Overtime* - A part-time employee who is required by the employer to work in excess of the hours agreed upon in accordance with clauses 4.2.2(a) and (c) shall be paid overtime in accordance with clause 6.3 of this Award.

4.2.5 *Public holidays* - Where the part-time employee's normal paid hours fall on a public holiday prescribed in clause 7.6 and work is not performed by the employee, such employee shall not lose pay for the day. Where the employee works on the holiday, such employee shall be paid in accordance with clause 7.6 of this Award.

4.3 Casual employment

4.3.1 A casual employee means an employee (other than a part-time employee), who is engaged for less than 32 ordinary hours in any one week.

4.3.2 The hourly rate for casual employees will be ascertained by dividing the appropriate weekly minimum Award rate for employees for the same class by 38, adding a loading of 23% thereto, and then adding the appropriate divisional and district parity converted to an hourly basis.

4.3.3 On each occasion a casual employee is required to attend work, the employee is entitled to payment for a minimum of 3 hours' work.

4.3.4 An employee must not be engaged and re-engaged to avoid any obligation under this Award.

4.4 Juniors

4.4.1 "Junior" means an employee under 20 years of age other than an apprentice or a trainee as defined in the *Vocational Education, Training and Employment Act 2000*, as amended from time to time, in any non-trade calling to which this Award applies who does not receive the rate of wages prescribed by it for an adult employee in such calling, but shall not include any such employee in a skilled calling, for which apprenticeship training is prescribed.

4.4.2 A junior employee shall not be engaged or permitted to perform work which is prohibited by any Act or Regulation such as the *Workplace Health and Safety Act 1995*.

4.4.3 Provided that where juniors are employed in the furniture section, the following applies:

(a) Un-apprenticed junior employees may be employed to perform tailing out, puttying, sanding, assembling of component parts of appliances or articles to which this Award applies and in which no fitting or adjustment whatever, is required, or in special processes or not requiring the use of hand tools except stapling machines or guns, hammers, pliers, screw drivers, spanners or files or packing, storing, receiving and stacking timber, arranging furniture or any work of an unskilled nature which is not tradesperson's work.

- (b) Unapprenticed juniors may be employed in bedding factories to perform any work of an unskilled nature which is not tradesperson's work.

4.4.4 *Allowances* - A junior shall be paid the same allowances as are from time to time paid by the employer for work performed under extraordinary conditions. Where such allowances are proportionate to the rates of pay received by production employees, the junior shall be paid only such proportion thereof as the rate of pay of the junior bears to such production employee's minimum rates of pay.

4.5 Trainees

Trainees are engaged under this Award, except as varied from time to time by the Order - Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003 and Order - Apprentices' and Trainees' Wages and Conditions (Queensland Government Departments and Certain Government Entities).

4.6 Piecework

No piecework rate or bonus for work done in less than a stated time will be allowed in callings to which this Award applies unless it has been authorised by a Committee approved by the appropriate Industry Section of the Furnishing Industry Association of Australia (Queensland) Limited, Union of Employers, Queensland Chamber of Commerce and Industry Limited, Industrial Organisation of Employers and the Union.

4.7 Anti-discrimination

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

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

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

4.7.3 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.

4.7.4 Nothing in clause 4.7 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.

4.8 Termination of employment

4.8.1 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.

4.8.2 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

o
f
n

Not more than 1 year	1	o t i c e
More than 1 year but not more than 3 years	2	w e e k
More than 3 years but not more than 5 years	3	w e e k s
More than 5 years	4	w e e k s

(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 clause 4.8.2 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.8.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.8.2.

4.8.4 *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.

4.9 **Introduction of changes**

4.9.1 *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.

4.9.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.9.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

4.10 Redundancy

4.10.1 *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 4.10.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.10.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.10.1 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 4.8.
- (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.

4.10.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of clause 4.10.3 in the Award transmitted from an employer (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter 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 transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.10.3, "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.

4.10.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.10.1, 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.

4.10.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.10.1, 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.

4.10.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.8.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.10.1(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.

4.10.7 *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.

4.10.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.10.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under clause 4.10 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.

4.10.9 *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.

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

Clause 4.10 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.

4.10.11 *Employees exempted*

Clause 4.10 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.

4.10.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.10 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.

4.10.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.10.6 are not applicable where a business is before or after the date of the insertion of clause 4.10.13 into the Award, transmitted from an employer (transmitter) 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 4.10.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.10.14 *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.

4.11 **Continuity of service - transfer of calling**

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 **Wages**

5.1.1 The minimum rates of wages in the Southern Division Eastern District to be paid to the undermentioned classes of employees will be as follows:

Classification	Award rate per week \$
Production employee level 1	610.20
Production employee level 2	626.90
Production employee level 3	649.40
Production employee level 4	670.30
Furnishing tradesperson level 1	705.20
Furnishing tradesperson level 2	726.80
Furnishing tradesperson level 3	767.80

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2011 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, 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.

5.1.2 *Junior workers*

(a) The minimum weekly wage rates for junior workers will be the appropriate percentage of the production employee level 3 total wage rate:

Junior workers

Percentage of weekly wage rate for adult classification of production employee level 3

Age	%
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Under 17	45
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17 and under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	78.5

The above percentages will be calculated in multiples of 10 cents, amounts of 5 cents or less being taken to the lower multiple and amounts in excess of 5 cents being taken to the higher multiple.

(b) Proportion of junior workers

- (i) The proportion of juniors employed in any one department of a shop or factory will not exceed 3 to every one senior employee:

5.2 Career path progression and classification criteria

5.2.1 Career path progression

The objective of clause 5.2 is to establish a generic framework of wages and conditions for new and existing employees based on the recognition of relevant industry skills and experience, responsibility and/or possession of qualifications.

Implicit in career path progression is the existence of a suitable vacancy to which the employee can be appointed or successfully apply for promotion and that progression is based on work performance rather than tenure.

As a matter of principle, the employer is committed to promotion on the basis of merit that is consistent with equal employment opportunity and affirmative action requirements.

Professional development is not compulsory and will be undertaken in either the employee's or employer's time depending on the circumstances. This is to promote a culture of learning in line with the employer's commitment to training that may utilise nationally accredited qualifications. Specific in-house training programmes that are compulsory, for example, induction training, supervisory training and instruction for specialised processes would be undertaken in the employer's time.

To progress to a higher classification level, an employee must be able to demonstrate a competent level of work performance for that classification level. Award classification levels may also be supplemented by employer performance management programmes outlined in staff induction manuals, staff handbooks or other like documents that shall be adhered to at all times.

5.2.2 Classification criteria

The employer shall determine an employee's classification relevant to a particular Wage Level in the Award through the following process:

- (a) An analysis is to be undertaken to establish the requisite skills and responsibilities for each identified position and a position description written for each position;
- (b) Each position is classified by reference to the classification criteria contained in this Award; and
- (c) Employees are notified in writing of their appointment to a position consistent with the requirements outlined in clause 4.1 to this Award.

Classification criteria are guidelines to determine the appropriate classification level under the Award and consist of:

- (i) Relativities for each Wage Level;
- (ii) Isolated characteristics that should not be used to justify the classification of a position;
- (iii) Broad industry titles or callings, common industry-used titles and/or historical Award classifications;
- (iv) Indicative duties that represent where the majority of the employees duties are located (i.e. it is not mandatory that an employee performs every duty in a wage level and where it is acknowledged that some duties are only relevant for certain sectors of the furnishing industry);
- (v) Indicative experience and/or qualifications; and
- (vi) Indicative levels of responsibility.

The characteristics nominated above are the principal guide to classification to a particular wage level as they are designed to indicate the level of basic knowledge, comprehension of issues, procedures required, and the level of autonomy, accountability, supervision and/or training involved with the position.

The characteristics of a wage level must be read as a whole to gain an understanding of the position and the performance requirement. Isolated characteristics should not be used to justify the classification of a position.

The key issue to be analysed in properly classifying an employee is the level of initiative, responsibility/accountability, competency and skill that an employee is required to exercise in performing the employee's work within the parameters of the characteristics of the position.

The attributes and skills for each wage level are indicative of those required for each wage level. They are by no means an exhaustive list of the skills, attributes, duties or tasks included in each position within each wage level and employees may be expected to carry out additional duties or tasks as requested, which require skills that are not listed.

It should be noted that some typical duties/skills appear at one wage level only while others appear at more than one wage level. Because of this, the classification or re-classification of a position needs to be done by reference to the specific characteristics of the wage level. As an example, because an employee may be utilising a skill comprehended at a higher wage level than that which the employee has been appointed, the employee assumes the level of qualification, initiative, accountability and competence envisaged by the characteristics of the higher wage level irrespective of whether the employee holds formal qualifications specified for that higher wage level.

Payment for skills required in a particular position and used on a regular basis and not skills/qualifications possessed is an acknowledgement that some employees are over-qualified for the position they will be engaged in.

All employees will be required as necessary, in addition to their own task, to carry out tasks and responsibilities of employees at lower wage levels. All employees are required to observe the relevant legislative requirements as it applies to their position (and the employer's interpretation of the Acts that may be outlined in the employer's policy and procedure manuals). The ability to provide excellent customer service, where the customer may be external or internal, underpins all wage levels.

Where it is established that a particular set of tasks or callings are not clearly classified in this Award, the parties to the Award will meet to discuss the appropriate wage level and pay rates. Any dispute arising from this shall be followed in accordance with clause 3.2.

It is recognised that the accreditation and recognition process associated with qualifications will change over time and that many employees may possess overseas or interstate qualifications. It is agreed that the parties to this Award may require assistance from external bodies such as the Department of Employment and Training and/or the relevant Industry Training Advisory Body and/or Centres of Excellence recognised within the *Vocational Education, Training and Employment Act 2000* or its successor for assistance. Thereafter a simple exchange of letters between the major respondents to the Award shall form the base for classifying and recognising particular qualifications. This information may then be passed to the relevant enforcement agency, such as the Department of Industrial Relations:

Provided further that no employee shall be disadvantaged in their average ordinary earnings as the result of the introduction of this classification structure.

5.3 Job definitions and indicative tasks

5.3.1 Production Employee, Level 1 (79% relativity)

Undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

(a) Duties:

An employee at this level performs routine duties essentially of a manual nature and to the level of their training:

- (i) performs general labouring and cleaning duties;
- (ii) exercises minimal judgement;
- (iii) works under direct supervision; or
- (iv) is undertaking structured training so as to enable them to work at Production Employee, Level 2.

Casual employees shall not be engaged at this level.

Note - The maximum period of engagement at this level shall be three months. Provided however that this classification level shall not apply to employees who have previously completed up to 3 months employment at this level. Such employees shall be classified no lower than Production Employee, Level 2.

5.3.2 Production Employee, Level 2 (82% relativity)

An employee at this level performs work above and beyond the skills of a Production Employee, Level 1 and to the level of their training:

- works under direct supervision either individually or in a team environment; and
- understands and utilises basic statistical process control procedures.

(a) Duties

Indicative of the tasks which an employee at this level may perform are the following:

- repetition work on automatic, semi-automatic or single purpose machines or equipment;
- assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
- uses selected hand tools;
- maintains simple records;
- assist in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.
- priming and/or undercoating and/or sealing by spray or hand;
- the gluing of basic materials;
- handles raw and or treated materials either by manual or mechanical means;
- veneer matching and sewing;
- understands and undertakes basic quality control/assurance procedures including the recognition of basic quality deviations/faults;
- understands and utilises basic process control procedures;
- assists employees in higher grades;
- prepares for dispatch from orders of finished goods and components;
- competent in the use and minor operator maintenance of basic hand tools and machines;
- pressing (by hand) and/or finishing of soft furnishings; and
- performs basic tasks which are uncomplicated, easily learned and involve little decision making including basic machine sewing in straight lines, or where feeding of fabric is uncomplicated.

A Production Employee, Level 2 shall include the following broadbanded classifications:

- Machine operator (2nd class) who operates only;
- Component assembler: (An employee engaged in assembling component parts of furniture cabinets or camping furniture);
- Upholstery fitter B: (An employee engaged solely on tacking and/or stapling covers to seats and/or backs of kitchen or dining chairs of a similar type);
- Process worker as defined;
- Cutter class B (operator of electric cutting equipment) with 3 - 12 months' experience;
- Cutter class B (operator of electric cutting equipment) with over 12 months' experience;
- Sewing machinist (employee who operates an electric sewing machine) with over 3 months experience;
- Sewing machinist (employee who operates an electric sewing machine) undertaking basic tasks;
- Sewing machinist (employee who operates an electric sewing machine) making scatter cushions only;
- Furniture packer;
- Blind and Shade production employee engaged in cutting, bending strips and/or channels, working from job sheets only with under 3 months' experience;
- Assembler of blinds, pelmets, awnings insert screens, curtain tracks and packers with over 3 months' experience;
- Picture frame maker's labourer, or employee performing any work of an unskilled nature;
- Storeperson/packer;
- Person who operates (but does not set up):
 - Circular saw
 - Bandsaw
 - Jigsaw
 - Shaper lathe
 - Router
 - Planer
 - Drum
 - Sander
 - Belt sander
 - Borer (less than 3 bits)
 - or other machines not elsewhere classified;
- Employee engaged in assembling component parts of products;

- Spray gun operator engaged on priming and/or undercoating and/or sealing;
- Employee engaged in cutting or papering down and/or filling and/or staining; and
- Labourers and employees not elsewhere classified.

(b) Responsibilities

An employee at this level is required to work competently under direct supervision whilst using minimal discretion. Such an employee cannot be required to organise or schedule tasks.

(c) Qualification

An employee who has completed up to 3 months' structured training or has equivalent experience so as to enable the employee to perform work within the scope of this level.

(d) Training

An employee at this level shall be provided with a structured training program consistent with national competency standards to formalise their current skills through a recognition of prior learning (RPL) process. The training program shall also be designed to enhance the employee's ability to perform the range of duties embraced by this level. Where appropriate to the needs of the enterprise, the employee shall be provided an opportunity to participate in the acquisition of skills required of a Production Employee, Level 3.

(e) Progression

Progression to level 3 will either be on the basis of an employee at level 2 obtaining the requisite skill and competency standards required for level 3 and on being required by the employer to utilise those skills, or on the basis of the employee being required by the employer to perform work that is designated as belonging to that level.

5.3.3 *Production Employee, Level 3* (87.4% relativity)

An employee at this level performs work above and beyond the skills of a Production Employee, Level 2 and to the level of their training:

- is responsible for the quality of their own work subject to routine supervision;
- works under routine supervision either individually or in a team environment; and
- exercises discretion within their level of skills and training.

(a) Duties

Indicative of the tasks which an employee at this level may perform are the following:

- sets up and operates machinery and/or equipment requiring skills and knowledge beyond those required at level 2;
- performs intermediate tasks which are more difficult to learn, involve more decision making than that required of a sewing machinist requiring some product and/or material knowledge;
- sets up and operates sewing machine/s in tasks that require skill in positioning, feeding and handling of the work involving directional changes, contouring or critical stopping points, or require material feeding and handling skills beyond those of Production Employee Level 2;
- operates flexibly between work stations;
- basic sketching and tracing skills;
- receiving, despatching, distributing, sorting, checking, packing and documenting and/or recording of goods, materials and components;
- basic inventory control;
- precision measurement;
- basic keyboard skills;
- assists tradespersons;
- assists in the provision of on-the-job training;
- understands and undertakes basic quality control/assurance procedures including the ability to recognise and rectify basic quality, deviations/faults; and
- operation of mobile equipment including industrial trucks and cranes.

A Production Employee, Level 3 shall include the following broadbanded classifications:

- Specialised machine operator (quilting);
- Specialised machine operator;

- Hot press operator;
- Curtain coater;
- Wire weaver;
- Cutter class A;
- Mattress maker other;
- Machine operator (2nd class) who sets up and operates;
- Component assembler (who completely assembles an article or the main or substantial portion thereof);
- Spray gun operator and hand sander;
- Mattress assembler;
- Upholstery fitter A (Employees capable of performing defined tasks under supervision to acceptable standards);
- Sewing machinist (employee who operates an electric sewing machine) performing intermediate tasks;
- Furniture storeperson performing basic inventory control;
- Wood machinist 2nd class;
- Painters of blinds;
- Blind and Shade production employee engaged in cutting, bending strips and/or channels working from job sheets only with more than 3 months' experience;
- Assemblers of louvre, screen (other than insert screens) balustrade and door with more than 3 months' experience;
- Cutter;
- Storeperson engaged in Basic inventory control;
- Veneer cutter and/or matcher;
- Persons who set up and operate:
 - Circular saw
 - Bandsaw
 - Jigsaw
 - Shaper lathe
 - Router
 - Planer
 - Drum
 - Sander
 - Belt sander
 - Borer (with 3 bits or more)
 - Other machines not elsewhere classified;
- Assembler who completely assembles an article or the main or substantial portion thereof;
- Spray gun operator engaged on finishing coats of any type.

(b) Responsibilities

An employee at this level is required to work competently under routine supervision either individually or in a team environment, and is responsible for the quality of their own work and will exercise discretion within the limits of their training.

(c) Qualification

An employee who has completed a Certificate I or equivalent so as to enable the employee to perform work within the scope of this level and/or has been previously employed in a level 3 and/or has attained the skills necessary to perform competently the work at this level.

(d) Training

An employee at this level shall be provided with a structured training program consistent with national competency standards to formalise their current skills through a recognition of prior learning (RPL) process. The training program shall also be designed to enhance the employee's ability to perform the range of duties embraced by this level. Where appropriate to the needs of the enterprise, the employee shall be provided an opportunity to participate in the acquisition of skills required of a Production Employee, Level 4.

(e) Progression

Progression to level 4 will be on the basis of an employee at level 3 successfully completing the structured training programme consistent with national competency standards and obtaining the requisite skill and competency standards and on being required by the employer to use those skills, or on the basis of the employee being required by the employer to perform work that is designated as belonging to that level.

An employee at this level performs work above and beyond the skills of a Production Employee, Level 3 and to the level of their training:

- works from complex instructions and procedures;
- assists in the provision of on-the-job training to a limited degree;
- co-ordinates work in a team environment or works individually under general supervision; and
- is responsible for assuring the quality of their own work.

(a) Duties

Indicative of the tasks which an employee at this level may perform are the following:

- inventory and store control;
- computer operation;
- intermediate keyboard skills;
- machinist (employee who operates an electric sewing machine) engaged on complex tasks;
- furniture storeperson undertaking Inventory and store control and operating all lifting equipment incidental to the task being undertaken;
- blind making employee cutting, bending, fusing bars and/or channels working from drawings;
- picture frame cutter;
- picture frame fitters-up;
- picture frame overmantel workers;
- picture frame mount cutters;
- picture frame component workers;
- picture frame cutter (jigsaw and band saw);
- basic production and fault finding skills;
- ability to inspect products and/or materials for conformity with established operational standards;
- assists in the provision of on-the-job training;
- operates all lifting equipment incidental to their task;
- understands and applies quality control techniques
- works from detailed instruction and procedures;
- performs complex tasks which are more difficult to learn and involve a higher level of decision making than that required of a sewing machinist classified as Production Employee Level 3;
- sets up and operates sewing machines in tasks that require fabric manipulation skills and knowledge beyond those of a Production employee level 3 and to perform more difficult tasks ensuring correct shaping of the end result, because of the complexity of combining parts or combinations of material or frequent variation in fabrics; and
- may be required to input selected programs into computerised numerically controlled machine(s).

A Production Employee, Level 4 shall include the following broadbanded classifications:

- Sewing picture frame joiners (including bronze and metal work); and
- Picture frame stainers and waxers.

(b) Responsibilities

An employee at this level is required to work competently under general supervision either individually or in a team environment and (subject to the relevant leading hand provisions) may be responsible for the co-ordination of work within a team environment and is responsible for assuring the quality of their own work.

(c) Qualification

An employee who has completed a Certificate II or equivalent so as to enable the employee to perform work within the scope of this level and/or has been previously employed in a level 4 position and/or has attained the skills necessary to competently perform the work at this level.

(d) Training

An employee at this level shall be provided with a structured training program consistent with national competency standards to formalise their current skills through a recognition of prior learning (RPL) process. The training program shall also be designed to enhance the employee's ability to perform the range of duties embraced by this level. Where appropriate to the needs of the enterprise, the employee shall be provided an opportunity to participate in the acquisition of skills required of a Furnishing Tradesperson Level 1

(e) Progression

Progression of a Production Employee, Level 4 shall be dependent upon obtaining the pre-requisite skill and competency standard for higher levels and on being required by the employer to use those skills, or on the basis of the employee being required by the employer to perform work that is designated as belonging to that level.

5.3.5 *Furnishing Industry Tradesperson, Level 1 (100% Relativity)*

A Furnishing Industry Tradesperson, Level 1 is an employee who has successfully completed a Trade Certificate or who holds a Tradespersons Rights Certificate or who is required to exercise the skill and knowledge of that qualification. A Furnishing Industry Tradesperson, Level 1 performs trade and non-trade functions.

(a) Duties

Indicative of the tasks which an employee at this level may perform are the following:

- exercise the skills and knowledge of the trade;
- operates all lifting equipment incidental to their work;
- performs non-trade tasks incidental to their work;
- performs work which, while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- inspects products and/or materials for conformity with established operational standards;
- understands and applies quality control techniques;
- exercises good interpersonal and communication skills;
- assists in the training of apprentices and conducts training for other employees; and
- exercises keyboard skills at a level higher than Furniture Production Employee, Level 4.

A Furnishing Industry Tradesperson, Level 1 shall include the following broadbanded classifications:

- Wood machinist;
- Woodturner;
- Wood carver;
- French polisher;
- Upholsterer;
- Cabinet maker;
- Chair makers;
- Coffin maker and/or polisher;
- Cane and bamboo furniture maker;
- Floor covering layer;
- Mattress maker (hand);
- Tape edger (person who places and sews tape edging onto mattresses);
- Glass beveller;
- Silverer;
- Cutter;
- Blind and Shade measurer;
- Head painter;
- Display maker;
- Picture framing tradesperson;
- Musical instrument makers;
- Musical instrument repairers;
- Musical instrument tuners, assemblers, and musical instrument polishers;
- Drum makers.

Crown wage employees:

- Cabinet maker;
- French polisher;
- Upholsterer.

(b) Responsibilities

An employee at this level will competently undertake the full range of trade functions under limited supervision either individually or in a team environment and is responsible for assuring the quality of their own work.

(c) Qualification

An employee at this level will hold a relevant Trade Certificate or Tradespersons Rights Certificate in an appropriate discipline or will have successfully completed, in accordance with RPL principles a competency assessment for this level, or will be required to exercise the skill and knowledge of that qualification.

(d) Training

An employee at this level will be provided with a structured programme of training consistent with national competency standards which will provide the opportunity to participate in a structured programme of training to allow the acquisition of the skills required to progress beyond Furnishing Industry Tradesperson, Level 1.

(e) Progression

Progression beyond Furnishing Industry Tradesperson, Level 1, will be on the basis of an employee at level 1 obtaining the requisite skill and competency standards and on being required by the employer to use those skills.

5.3.6 *Furnishing Industry Tradesperson, Level 2 (105% relativity)*

A Furnishing Industry Tradesperson, Level 2, is tradesperson who has successfully completed additional structured training consistent with national competency standards, so as to enable the employee to perform work within the scope of this level, and/or a person who possesses and uses skills recognised by the parties as being greater than those possessed and used by a Furnishing Industry Tradesperson, Level 1. A tradesperson at this level performs trade and non-trade functions above and beyond the duties of Furnishing Tradesperson, Level 1, and to the level of their training.

(a) Duties:

Indicative of the tasks which an employee at this level may perform are the following:

- exercises the skills attained through satisfactory completion of the training prescribed for this classification;
- exercises discretion within the scope of this level;
- understands and implements quality control techniques;
- provides trade guidance and assistance as part of a work team;
- applies intermediate computer numerical control techniques in machining;
- exercises basic skills in CAD/CAM operations; and
- exercises trade skills relevant to the specific requirements of the enterprise at a level higher than that of Furnishing Tradesperson, Level 1.

A Furnishing Industry Tradesperson, Level 2 shall include the following broadbanded classifications:

- Quality appraiser; and
- Head polisher.

(b) Responsibilities

An employee at this level will work competently under limited supervision either individually or in a team environment and will be responsible for the quality of their own work and (subject to the relevant leading hand provisions) may be required to monitor the work of others.

(c) Qualifications

An employee at this level will hold a Trade Certificate or a Tradesperson Rights Certificate in an appropriate discipline or will have successfully completed, in accordance with RPL principles a competency assessment for this level along with appropriate training to perform duties within the range set out above, or will be required to exercise the skill and knowledge of that qualification.

(d) Training

An employee at this level will be provided with a structured programme of training consistent with national competency standards which will provide the opportunity to participate in a structured programme of training to allow the acquisition of the skills required to progress beyond Furnishing Industry Tradesperson, Level 2.

(e) Progression

Progression beyond Furnishing Industry Tradesperson, Level 2, will be on the basis of an employee at level 2 obtaining the requisite skill and competency standards and on being required by the employer to use those skills.

5.3.7 *Furnishing Industry Tradesperson, Level 3 (Special Class) (115% relativity)*

A Furnishing Industry Tradesperson, Level 3 is an employee who holds a Trade Certificate or Tradesperson Rights Certificate and who has completed appropriate Post Trade Training consistent with national competency standards and is required to exercise complex, high quality, trade skills, above and beyond those required of a Tradesperson, Levels 1 and 2.

(a) Duties

A Tradesperson at this level performs trade and non-trade functions. Indicative of the tasks which an employee at this level may perform are the following:

- provides trade guidance and training;
- provides training to other employees in the enterprise;
- assists in the management/operation of a quality control/assurance program;
- assists in the management/operation of best practice program;
- exercises complex, new high precision, trade skills;
- applies advanced computer numerical control techniques in machining;
- exercises intermediate CAD/CAM skills;
- commissions and fault finds on new equipment and approves first off samples; and
- performs or assists in design work involving drafting or planning.

(b) Responsibility

An employee at this level will work competently either individually or in a team environment and will be responsible for the quality and accuracy of their own work and (subject to the relevant leading hand provisions) may be required to monitor the work of others.

(c) Qualification

(i) After post trade training developments:

An employee at this level will have:

- 2 years' experience in the industry since acquiring trade status.
- Successfully completed post trade training to perform duties within the range set out above.

(ii) Transition prior to post trade training development:

An employee at this level will have:

- 5 years' service in the industry since acquiring trade status.
- Successfully demonstrated skills acquired above and beyond those required by a Furnishing Industry Tradesperson, Level 2.

5.3.8 *Classification disputes procedure*

It is recognised that from time to time disputes may arise as to the proper classification of a position or job to be filled by an employee. In the event that a dispute as to the proper classification or reclassification of a position or job does arise the dispute settlement procedure contained in clause 3.2 of the Award shall apply:

Provided that the parties to the dispute may call upon people/organisations with technical/educational expertise (such as a relevant ITAB) and any other persons they believe would assist in the resolution of the dispute.

In any case, in determining the appropriate classification of a position or job to be filled by an employee, an employer will pay full regard to:

- the nature and skill requirements of the position to be filled;
- the skill level and certification of the employee;
- the experience and qualifications of the employee;
- relevant indicative tasks nominated in this new structure; and/or

- fields of work against which an employee is accredited.

Appropriate procedures will be established for testing the validity of an employee's claim for reclassification.

5.4 Payment of wages

- 5.4.1 Wages will be paid weekly or, where the majority of employees so agree, fortnightly, in cash or by electronic funds transfer directly into the employees' account in any financial institution nominated which has that facility available.
- 5.4.2 The employer will specify a certain day as the weekly/fortnightly pay day and such pay day will not be altered without one month's notice being given by the employer to the employee of the employer's intention to alter such pay day. The employer will post a notice on the notice board whereon the Award is exhibited stating the day specified as the weekly/fortnightly pay day.
- 5.4.3 If paid in cash all wages will be paid during working hours, and not more than one day's pay will be retained by the employer:
- 5.4.4 In establishments with more than 25 employees, where mutually agreed upon between the employer and the Union, the employer may retain 2 days' wages.
- 5.4.5 Where wages are paid by electronic funds transfer the employer undertakes to attempt to resolve genuine difficulties which may arise for individual employees and the employer will be responsible for payment of all other charges which may be incurred in the EFT payment process.
- 5.4.6 If an employee leaves the employee's employment following the required notice the employee will be paid their full wages within 15 minutes of ceasing work. In all other cases the employee will be paid within one hour of ceasing work if the employment ends before 2.00 p.m. If the employment ends after 2.00 p.m. the employee will be paid before 11.00 a.m. the next following working day.
- 5.4.7 Time and a-half will be paid for all time during which an employee or discharged employee is kept waiting for the employee's wages in excess of the time specified in clauses 5.4.1 and 5.4.2, except when a discharged employee is kept waiting over a Sunday or a public holiday, when the employee will be paid the ordinary rates for 3 hours.

5.5 Allowances

The allowances prescribed in clause 5.5 will be paid irrespective of the times at which work is performed and, unless specifically provided, will not be subject to any premium or penalty. Where more than one of the allowances provide for payments of substantially the same nature, then only the highest of such rates will be payable.

5.5.1 *Divisional and district parities*

In addition to the rates of wages set out in this Award for the Southern Division, Eastern District, the following amounts will be paid to employees to whom this Award applies employed in the Divisions and Districts referred to hereunder:

	Adults 20 years of age and over Per week \$	Juniors under 20 years of age Per week \$
Northern Division, Eastern District	1.05	0.53
Northern Division, Western District	3.25	1.63
Mackay Division	0.90	0.45
Southern Division, Western District	1.05	0.53

5.5.2 *Leading hands*

A person specifically appointed to be a leading hand (as defined) shall be paid at the rate of the undermentioned hourly amounts above the hourly rates of the highest classification supervised, or the employees own rate, whichever is the highest in accordance with the number of persons in the employees charge.

Per
d
a
y

	\$
(a) arge of 3 and not more than 6 persons	13.01
(b) arge of 7 and not more than 10 persons	19.14
(c) arge of 11 and not more than 20 persons	28.83
(d) arge of over 21 employees	37.05

The additional payment for leading hands shall be regarded as part of the wage of the employee concerned and shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, public holidays, week-end work etc.

5.5.3 *First aid*

An employee who has been trained to render first aid and who is a current holder of the appropriate first aid qualification such as a certificate from St Johns Ambulance or similar body will be paid a weekly allowance of \$12.20 if the employee is appointed by the employer to perform first aid duty.

5.5.4 *Tool allowance*

The following tool allowances will be paid in addition to the ordinary rates to the tradespersons set out hereunder when using their own tools:

TRADE	Per w e e k \$
Furnishing Tradesperson Level 1	15.00
Furnishing Tradesperson Level 2	15.00
Furnishing Tradesperson Level 3	15.00

5.5.5 *Explosive power tools*

Employees using explosive power tools will be paid an amount of \$1.25 per day on each day such tools are used.

5.5.6 *Stripping allowance*

Employees engaged on stripping work will be paid an amount of \$1.74 per day or part thereof whilst so engaged, this amount not to be divisible.

5.5.7 *Coffin makers and/or polishers*

- (a) Persons engaged as coffin makers and/or polishers in undertaking establishments will not have their wages reduced when in the normal course of their employment they are called upon to perform other classes of work.
- (b) An employee required to standby on a Saturday or holiday mentioned in clause 7.6 of this Award at an undertaker's establishment, attending the telephone and arranging funerals, will be paid at the appropriate overtime or holiday rate for the time the employee is required to standby, with a minimum of 2 hours.
- (c) When required to standby between 8.00 a.m. and 5.00 p.m. on a Saturday, Sunday or on a holiday mentioned in clause 7.6 of this Award, at home, the employee will be paid at ordinary rates for 8 hours.

5.5.8 *Second-hand work*

Employees when engaged upon second-hand work will receive 25% in addition to the ordinary rates prescribed herein.

In the case of Upholsterers, the additional payment will be made whilst engaged:

- (a) Stripping old materials and preparing the job for the new materials;
- (b) Patching;
- (c) Replacing flock, fibre or stuffing taken from the job and replaced; or
- (d) Replacing old covers on dunlopillo or other sponge rubber.

5.5.9 *Confined spaces*

45.45cents per hour to an employee working in a confined space, i.e., a compartment space or place the dimensions of which necessitate the employee working in a stooped or otherwise cramped position or without proper ventilation.

5.5.10 *Dirty work*

- (a) 34.35cents per hour to an employee called upon to dismantle or clean used pipe organs or on work which a foreperson/supervisor and the employee agree is of an unusually dirty or offensive nature.
- (b) In the case of disagreement between the foreperson/supervisor and an employee, the employee or shop steward on their behalf shall be entitled within 24 hours, to ask for a decision on the employee's claim by the management or superintendents of the plant concerned. In such case a decision shall be given on the employee's claim within 48 hours of its being asked for (unless that time expires on a non-working day, in which case it shall be given during the next working day) or else the said allowance shall be paid.

5.6 **Occupational superannuation**

5.6.1 *Application*

In addition to the rates of pay prescribed by this Award, eligible employees (as defined in clause 5.6.3(b)) shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.6.

5.6.2 *Contributions*

- (a) Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in clause 5.6. Each such payment of contributions shall be rounded off to the nearest 10 cents:

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

- (b) Regular payment - The employer shall pay such contributions to the credit of each eligible employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.
- (c) Minimum level of earnings - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.
- (d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.
- (e) Other contributions - Nothing in clause 5.6 shall preclude an employee from making contributions to a fund in accordance with the provisions of the trust deed of the fund.
- (f) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No other deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed in clause 5.6.

5.6.3 *Definitions*

- (a) "Approved fund" means a fund approved for the purposes of clause 5.6 by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by clause 5.6. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" means any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above

qualifying period, superannuation contributions shall then be made in accordance with clause 5.6.2 effective from the commencement of that qualifying period.

- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by regulations made under the relevant Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary time earnings" (which for the purposes of the *Superannuation Guarantee (Administration) Act 1992* will operate to provide a notional earnings base) means the actual ordinary rate of pay the employee receives for ordinary hours of work including tool allowance, shift loading, skill allowances, special rates, qualification allowances (e.g. first aid etc.), district/location allowance, leading hand allowances, and any other supervisory allowances paid for days where ordinary time is worked, where applicable. The term includes any regular overaward pay as well as casual rates received for ordinary hours of work. All other allowances and payments are excluded. [Note: for the purposes of clause 5.6.3 "ordinary hours of work" includes ordinary hours of shift work where applicable].

5.6.4 For the purposes of this Award, an approved fund means:

- (a) Sunsuper; or the Queensland Furnishing Industry Superannuation Trust or the Building Unions Superannuation Scheme (BUSSQ).
- (b) Any named fund as is agreed to between the relevant employer/Union parties to this Award and as recorded in an approved Industrial Agreement.
- (c) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an award or an agreement approved by an Industrial Tribunal whether State or Federal jurisdiction which has already had practical application to the majority of award employees of that employer.
- (d) As to employees who belong to the religious fellowship known as the Brethren, who hold a certificate issued pursuant to s. 115 of the Act and are employed by an employer who also belongs to that fellowship, any fund nominated by the employer and approved by the Brethren.
- (e) Any fund agreed between an employer and an employee who holds a certificate issued pursuant to s. 115 of the Act where membership of a fund cited in an award would be in conflict with the conscientious beliefs of that employee in terms of s. 115 of the Act.
- (f) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.6.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contribution.
- (g) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
 - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
 - (ii) A person must not coerce someone else to make an agreement.
 - (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act.
 - (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.2.

5.6.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as the Union, may by notification of a dispute to the Commission challenge a fund on the grounds that it does not meet the requirements of clause 5.6.

- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.6, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.6.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any fund complies with the requirements of clause 5.6, the onus of proof shall rest upon the employer.

5.6.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 5.6.4(c), (d), (e), (f) and (g) shall be determined by a majority decision of employees.
- (b) Employees who are members of an established fund covered by clause 5.6.4(f) shall have the right by majority decision to choose to have the contributions specified in clause 5.6.2 paid into a fund as provided for elsewhere in clause 5.6.4 in lieu of the established fund to which clause 5.6.4(f) has application.
- (c) The initial selection of a fund recognised in clause 5.6.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long-term performance of the fund is clearly disappointing.
- (d) Where this provision has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation of this provision.

5.6.7 *Enrolment*

- (a) Each employer to whom clause 5.6 applies shall as soon as practicable as to both current and future eligible employees:
 - (i) Notify each employee of the employee's entitlement to occupational superannuation;
 - (ii) Consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.6.4;
 - (iii) Take all reasonable steps to ensure that upon the determination of an appropriate fund, each eligible employee receives, completes, signs and returns the necessary application form/s provided by the employer, to enable that employee to become a member of the fund; and
 - (iv) Submit completed application form/s and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.6 shall:
 - (i) complete and sign the necessary application form/s to enable that employee to become a member of that fund; and
 - (ii) return such form/s to the employer within 28 days of receipt of the application form/s in order to be entitled to the benefit of the contributions prescribed in clause 5.6.2.
- (c) Where an employer has complied with the requirements of clause 5.6.7(a) and an eligible employee fails to complete, sign and return the application form/s within 28 days of the receipt by the employee of that form/s, then that employer shall:
 - (i) Advise the eligible employee in writing of the non-receipt of the application form/s and further advise the eligible employee that continuing failure to complete, sign and return such form/s within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.6.
 - (ii) In the event that the eligible employee fails to complete, sign and return such application form/s within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which the completed and signed application form/s is received by the employer.

- (iii) In the event that the eligible employee fails to return a completed and signed application form/s within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form/s is a pre-requisite to the payment of any occupational superannuation contributions.
 - (iv) At the same time as advising the eligible employee pursuant to clause 5.6.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.6.7(c)(i) and 5.6.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.6.7(a)(iii) the employer shall be obliged to make contributions as from the date the employee became an eligible employee provided that the eligible employee completes, signs and returns to the employer an application form/s within 28 days of being provided with the application form/s by the employer. Where the eligible employee fails to complete, sign and return an application form/s within such period of 28 days the provisions of clause 5.6.7(c) shall apply.

5.6.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.6.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.6.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.6.5, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.6 excepting that resort to clause 5.6.8 shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

5.6.9 *Exemptions*

- (a) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.6 in the following circumstances:
 - (i) Incapacity to pay the costs associated with its implementation; or
 - (ii) Any special or compelling circumstances peculiar to the business of the employer.

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

6.1 Hours of work

6.1.1 *Hours for day workers*

- (a) Subject to clause 6.1.2 and subject to the specifications provided, the ordinary hours of work will be an average of 38 hours per week, to be worked on one of the following bases:
 - (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (b) The ordinary hours of work prescribed may be worked on any 5 consecutive days in the week, Monday to Sunday inclusive, subject to the following:
 - (i) Ordinary hours worked on a Saturday or Sunday will be paid at the appropriate week-end overtime rate specified in clause 6.3 (Overtime).
 - (ii) Any arrangements of hours which includes a Saturday or Sunday as ordinary hours will be subject to agreement between the employer and the majority of employees concerned.

(iii) In any arrangements of hours which includes a Saturday or Sunday as ordinary hours, the Chief Industrial Inspector and the Union will be notified in writing within 14 days of the commencement of work under such arrangement.

(c) The ordinary hours of work prescribed will be worked continuously, except for meal breaks and rest pauses, between 6.00 a.m. and 6.00 p.m. The spread of hours prescribed herein may be altered as to all or a section of employees provided there is agreement between the employer and the majority of the employees concerned. Work done outside 6.00 a.m. and 6.00 p.m. will be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purpose of clause 6.1.

Clause 6.1.1 does not apply to shift workers.

(d) The ordinary starting and finishing times of various groups of employees or individual employees may be staggered.

(e) The ordinary hours of work prescribed will not exceed 10 hours on any day:

Where the ordinary working hours are to exceed 8 on any day, the arrangement of hours will be subject to the agreement of the employer and the majority of employees concerned.

(f) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee will, unless specified elsewhere, be in the employee's time.

6.1.2 *Implementation of 38 hour week*

(a) The 38 hour week will be implemented on one of the following bases, most suitable to the particular business, after consultation with, and giving reasonable consideration to the wishes of the employees concerned, namely:

(i) Employees working less than 8 ordinary hours each day; or

(ii) Employees working less than 8 ordinary hours on one or more days each work cycle; or

(iii) Fixing one or more work days on which all employees will be off during a particular work cycle; or

(iv) Rostering employees off on various days of the week during a particular cycle, so that each employee has one work day off during that cycle.

(b) Subject to clause 6.1.1(e) employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.

(c) Despite any other provision in clause 6.1, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned may agree to accrue up to a maximum of 5 rostered days off. Where such arrangement has been reached, the accrued rostered days off will be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off will not be unreasonably withheld by either party.

(d) Different methods of implementing the 38 hour week may apply to individual employees, groups or sections of employees in the business concerned.

6.1.3 *38 hour week - procedures for enterprise level discussions*

(a) The employer and all employees concerned in each establishment will consult over the most appropriate means of implementing and working a 38 hour week.

(b) The objective of such discussions will be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.1.2 (Implementation of 38 hour week).

(c) The outcome of such discussions will be recorded in writing.

(d) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of the relevant employee or employer organisation.

- (e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.
- (f) After such implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising the above provisions of clause 6.1.3, including clause 6.1.3(e).

6.2 Shift work

The ordinary working hours of shift workers, working such shifts as are defined below, will comply with clause 6.1.

Where an agreement exists between an employer and the employee or a majority of employees concerned in accordance with clause 6.1, ordinary hours in excess of 8 and up to a maximum of 10 can be worked in one shift.

6.2.1 Definitions

For the purposes of clause 6.2:

- (a) "Afternoon shift" means any shift finishing after 6.00 p.m. and at or before midnight.
- (b) "Night shift" means any shift finishing after midnight and at or before 8.00 a.m.

6.2.2 Despite clauses 6.1.1(a) and 6.1.1(b):

- (a) The ordinary hours of work for shift workers will include a paid crib break of 30 minutes.
- (b) Where shifts commence between 11.00 p.m. and midnight on a Sunday or any holiday prescribed in clause 7.6 of this Award, the time so worked before midnight will not entitle an employee to the Sunday or holiday rate, provided that the time worked by an employee on a shift commencing before midnight on the day preceding any holiday prescribed in clause 7.6 of this Award and extending into the holiday will be regarded as time worked on such holiday.

6.2.3 Shift allowances

- (a) In addition to the wage rates prescribed by this Award, shift workers will be paid the afternoon and night shift allowances set out hereunder for each afternoon or night shift worked.

Afternoon shift allowance	-	12.5% or \$9.70 per shift (whichever is the greater)
Night shift allowance	-	15% or \$9.70 per shift (whichever is the greater)

- (b) It is a condition of this Award that no employee is disadvantaged as a result of this change from a flat rate shift allowance to a percentage shift allowance.
- (c) Shift allowance/s will not apply to shift work performed on a Saturday or Sunday. All ordinary time worked by shift workers between midnight Friday and midnight Saturday will be paid for at the rate of time and a-half for the first 3 hours and double time thereafter and between midnight Saturday and midnight Sunday will be paid for at the rate of double time.
- (d) For the purposes of clause 6.2.3 the percentage which is quoted will be the amount which is payable for each shift in addition to the employee's ordinary time wage rate.

6.2.4 General

- (a) Shift work will only be worked as provided in clause 6.2.
- (b) Any employee, who, prior to the commencement of clause 6.2, has enjoyed any shift work wages, or conditions of employment, more favourable than those provided in clause 6.2, will not suffer any reduction in such wages and conditions of employment by reason of the coming into operation of clause 6.2.
- (c) The employer will give to the Union adequate notice in writing of the employer's intention to commence shift work.

6.3 Overtime

- 6.3.1 All time worked in excess of the ordinary working hours for day and shift workers respectively will be deemed overtime. Each day is to stand by itself when overtime is being computed, except where an employee commences overtime on one day and continues to work such overtime into the next day.
- 6.3.2 Employees engaged in work to which this Award applies will be paid for such overtime at the rate of time and a-half for the first 3 hours and double time thereafter.
- 6.3.3 When any portion of an hour's overtime is worked, the employee will receive payment in respect of any broken part of an hour for not less than one-quarter of an hour at current overtime rates.
- 6.3.4 Except in the case of shift work, and work done on Sundays all overtime will be paid for at one and a-half times the ordinary rate for the first 3 hours and double time thereafter.

6.3.5 *Shift work*

- (a) For overtime worked in any calling in or in connection with which more than one shift per day is worked, employees will be paid at the rate of double time.
- (b) Any employee called upon to work 2 consecutive shifts will be paid at overtime rates for the second of such shifts.
- (c) Except as provided for in clause 7.6 all time worked between midnight on any day immediately preceding a holiday and midnight on the holiday will be paid for at the rate of time and a-half in addition to the ordinary rate.

- 6.3.6 An employee recalled to work overtime after the cessation of their work for that day will be paid a minimum of 4 hours at the appropriate overtime rates:

An employee may be required to perform more than one job during each recall:

Except in the case of unforeseen circumstances arising, the employee will not be required to work the full 4 hours if the job the employee was recalled to do is completed within a shorter period.

6.3.7 *Fatigue break*

- (a) An employee who works so much overtime between the termination of the employee's ordinary work day or shift, and the commencement of the employee's ordinary work in the next day or shift, that the employee has not had at least 10 consecutive hours off duty between these times shall, subject to clause 6.3.7, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

- (b) Clause 6.3.7 will apply in the case of shift workers 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 does not report for 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.

6.3.8 *Week-end work*

- (a) If the employees are called upon to work overtime commencing on Saturday they will be paid at one and a-half times the ordinary rate for the first 3 hours and double time thereafter with a minimum period of 3 hours work or payment thereof.
- (b) All work done on Sunday will be paid for at the rate of double time with a minimum of 3 hours work provided or payment thereof.

6.3.9 *Meal allowance*

An employee who is required to continue work after the usual finishing time will be supplied with a reasonable meal at the employer's expense, or to be paid \$12.10 in lieu thereof, after more than 2 hours, or after more than one hour if overtime continues beyond 6.00 p.m.

6.3.10 *Crib breaks*

- (a) Employees who are required to continue work after their usual ceasing time will be entitled to a 30 minute crib break after 2 hours, or after one hour if overtime is worked beyond 6.00 p.m.
- (b) After each further period of 4 hours the employee will be allowed 45 minutes for crib. No deduction of pay will be made in respect of any such crib break.

6.4 Meal breaks

6.4.1 Except as hereinafter provided, when an employee is employed for at least 6 hours, between the 4th and 6th hours of such employment the employee will be allowed not less than 30 minutes and no longer than one hour for a meal.

In the case of shift workers, each employee will be allowed 30 minutes in each shift for meal time and no deduction will be made thereafter from the employee's wages.

6.4.2 *Working in meal breaks*

All work done during the recognised meal period will be paid at the rate of double time, such payment will continue until a meal period has commenced. Such meal periods will be of the prescribed duration.

6.5 Rest pauses

- 6.5.1 Every employee covered by this Award will be entitled to a rest pause of 10 minutes' duration in the employers' time in the first and second half of the employee's daily work. Such rest pauses will be taken at such times as will not interfere with continuity of work where continuity is necessary.
- 6.5.2 Where there is agreement between the employer and the majority of employees concerned the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods. Consent to combine the rest pauses shall not be unreasonably withheld by either party.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 An employee (other than a casual) covered by this Award will at the end of each year of such employee's employment be entitled to annual leave on full pay, as set out below.

The accrual rate for annual leave as from 1 July 1991 will be as follows:

- (a) For non-continuous shift workers and day workers 152 hours per annum (i.e. 4 weeks annual leave per annum on a 38 hour week basis).
- (b) For continuous shift workers 190 hours per annum (i.e. 5 weeks leave per annum on a 38 hour week basis).

7.1.2 *Leave debits*

Leave debits will be paid and debited on the basis of hours actually taken.

7.1.3 *Rostered day off arising from the implementation of the 38 hour week*

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

7.1.4 Annual leave will be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.9) will be paid for by the employer in advance:

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

(b) In every other case at the ordinary rate payable to the employee concerned immediately prior to that holiday under this Award.

7.1.5 If the employment of any employee is terminated at the expiration of a full year of employment, the employer will be deemed to have given the leave to the employee from the date of the termination of the employment and will forthwith pay to the employee, in addition to all other amounts due to the employee, the employee's pay, calculated in accordance with clause 7.1.9, for 152 or 190 hours, as the case may be, and also the employee's ordinary hours pay for any public holiday occurring during such period of 152 or 190 hours.

If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/12th of the employee's aggregate weekly wages for the period of employment for an employee to whom clause 7.1.1(a) applies, and 1/9th of the employee's aggregate weekly wages for the period of the employee's employment for an employee to whom clause 7.1.1(b) applies, calculated in accordance with clause 7.1.9.

7.1.6 Where an employer closes down the plant for the purposes of overhaul and/or allowing annual leave to be taken and there are persons who have not qualified for the full period of 152 or 190 hours', as the case may be, annual leave the employer may in respect of such persons:

(a) Pay to such employees an amount equivalent to 1/12th (for an employee to whom clause 7.1.1(a) applies) and 1/9th (for an employee to whom clause 7.1.1(b) applies) 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 152 or 190 hours' annual leave in which case no further annual leave will commence to accrue until after the expiration of the full period which would have qualified such employees for such 152 or 190 hours' annual leave.

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

7.1.8 Except as provided, it will not be lawful for the employer to give or for the employee to receive payment in lieu of annual leave.

7.1.9 *Calculation of annual leave pay*

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

(a) Shift workers - The rate of wages to be paid to a shift worker will 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 - The leading hand allowance and amounts of a like nature otherwise payable for ordinary time worked will be included in the wages to be paid to employees during annual leave.

(c) All employees - Subject to clause 7.1.9(d), in no case will 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; and

(iii) A further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.9(c)(i) and 7.1.9(c)(ii).

(d) Clause 7.1.9(c) will not apply to the following:

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

(A) 190 hours in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or

(B) 152 hours 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.
- (e) Annual leave will be granted at such time as is convenient to the employer with at least one month's notice of such time to the employee concerned, or a lesser period of notice if mutually agreed upon.
- (f) Except in the case of termination of service it will not be lawful for the employer to give or for any employee to receive money in lieu of annual leave.
- (g) Annual leave will be in addition to any notice of termination of service.
- (h) If an employee is engaged on country work when annual leave is granted and the employee returns to the place of engagement, or if employed prior to going to country work the place regarded as such employee's headquarters, by the first reasonable means of transport, such employee's annual leave will commence on the first full working day following such employee's return to such place of engagement or headquarters as the case may be.

7.1.10 *Annual close down*

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

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

7.2 **Sick leave**

7.2.1 *Entitlement*

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

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

- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the number of hours which would have been worked 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 494 hours' absence from work through illness in any one year.

7.2.2 *Employee must give notice*

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

7.2.3 *Evidence supporting a claim*

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

7.2.4 *Accumulated sick leave*

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

- (a) The employee is absent from work on unpaid leave granted by the employer;

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

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

7.2.5 *Single day absences*

In the case of an employee who claims to be allowed paid sick leave in accordance with clause 7.2 for an absence of one day only, such employee, if in the year has already been allowed paid sick leave on 2 occasions for one day only, will not be entitled to payment for the day claimed unless a certificate of a duly qualified medical practitioner is produced, stating that, in the medical practitioner's opinion the employee was unable to attend for duty due to illness or injury.

However, an employer may agree to accept from the employee a statutory declaration stating that the employee was unable to attend for duty on account of personal illness or injury, in lieu of a certificate of a qualified medical practitioner.

7.2.6 *Employee's record of attendance*

In cases where an employee's record of attendance at work deteriorates to a point where it can be claimed to be unsatisfactory, the employer may require that the employee produce medical evidence before payment of sick pay is made.

7.2.7 *Workers' compensation*

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

7.3 Bereavement leave

7.3.1 *Full-time and part-time employees*

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

7.3.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days' unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 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 *Unpaid leave*

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

7.4 Long service leave

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

7.5 Family leave

The provisions of the Family Leave Award 2003 apply to and are deemed to form part of this Award.

7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award 2003;
- (b) a copy of the Family Leave Award 2003 is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award 2003 also provides for the terms and conditions of leave associated with:

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

7.6 Public holidays

7.6.1 Any full-time and part-time employee who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.

7.6.2 Subject to clause 7.6.9 all work done by any employee on:

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

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

7.6.3 *Labour Day*

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

7.6.4 *Annual show*

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

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

7.6.5 *Double time and a-half*

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

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

7.6.7 *Stand down*

Any employee, with 2 weeks' or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, will be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.

7.6.8 When the ordinary work cycle provides for a rostered day off and a public holiday falls on that day, the rostered day off will be moved to a day mutually agreed between the employer and the employees concerned.

7.6.9 *Employees whose ordinary hours include work on a Saturday or Sunday*

Provided that in the case of employees who do not ordinarily work Monday to Friday of each week i.e. whose ordinary hours include work on a Saturday or Sunday such employees shall be entitled to public holidays as follows:

- (a) A full-time employee shall be entitled to either payment for each of the public holidays or a substituted day's leave.
- (b) A part-time employee shall be entitled to either payment for the public holidays as provided for in clause 7.6 or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all full-time and part-time employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day shall be entitled to payment for the public holidays or a substituted day's leave.
- (d) Where Christmas day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas day (i.e. 25 December) shall be paid at the rate of double time if it is a Saturday and double time and a-half if it is a Sunday.
- (e) Nothing in clause 7.6.10 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

7.7 Jury service

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

Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

8.1 Fares and travelling

- 8.1.1 When an employee is sent to work outside the shop or factory in which the employee is usually employed, the employee will be paid all travelling expenses actually incurred, and will travel to and from work in the employer's time.
- 8.1.2 When such work is beyond the limit of the town, city or shire in which the employer's factory or shop is situated and the employee is asked to travel before or after the usual working time or on a Sunday, the employee will receive ordinary time in addition to actual reasonable travelling and lodging expenses.
- 8.1.3 An employee sent to work outside the factory or shop in which the employee is usually engaged will be provided with all necessary requirements, or will receive a sum sufficient to purchase all necessary requirements in the way of material before being sent out to work.
- 8.1.4 An employee required by direction of the employee's employer to travel from job to job on the same day will, in addition to the payments prescribed above:
- (a) Be reimbursed all fares reasonably incurred travelling from the job on which the employee commences, to the job on which the employee finishes on the day, or
 - (b) If it is necessary for the employee to travel in a vehicle from the job on which the employee commences, to the job on which the employee finishes on the day, the employee shall be paid not less than \$0.73 per kilometre.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Workplace training committees

- 9.1.1 The parties to this Award recognise that in order to increase the efficiency, productivity 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 utilisation of skills acquired.
- 9.1.2 Following proper consultation or through the establishment of a training committee, an 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 and the metal and engineering industry through courses conducted by accredited educational institutions and providers.
- 9.1.3 Where it is agreed a training committee be established that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:
- (a) formulation of a training programme and availability of training courses and career opportunities to employees;
 - (b) dissemination of information on the training programme and availability of training courses and career opportunities to employees;
 - (c) the recommending of individual employees for training and reclassification;
 - (d) monitoring and advising management and employees on the on-going effectiveness of the training.

9.1.4 *Additional training*

- (a) Where, as a result of consultation or through a training committee and with the employee concerned, it is agreed that the additional training in accordance with the programme developed pursuant to clause 9.1.2 should be undertaken by an employee, that training may be undertaken either on or off the job. 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 (including 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. 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 in accordance with clause 9.1.4 which exceed those normally incurred travelling to and from work shall be reimbursed by the employer.

9.1.5 Any disputes arising in relation to clauses 9.1.2 and 9.1.3 shall be subject to the provisions of clause 3.2.

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

10.1 Health and safety

10.1.1 *First aid outfit*

In each workshop, and at other places where employees are regularly employed, the employer will provide and continuously maintain at a place or places reasonably accessible to all employees an efficient first aid outfit, outfitted as required by the *Workplace Health and Safety Act 1995*, Workplace Health And Safety - First Aid Advisory Standard 1999.

10.1.2 *Washing up time*

Necessary facilities for washing hands will be provided in each factory.

All employees working as polishers, stainers, waxers, painters, wire mattress makers, spring makers and any other employees who, as a result of the work being performed, become sufficiently dirty will be entitled to not less than 5 minutes wash-up time.

10.1.3 *Work in the rain*

Where an employee is required to perform work in the rain and is not provided with appropriate wet weather gear and by so doing gets the employee's clothes wet, the employee will be paid double time for all work so performed. Such payment will continue until such time as the employee finishes work or is able to change into dry clothing.

10.2 General conditions

10.2.1 The employer will find all necessary tools and implements required by machinists and adult workers referred to in clause 5.1. Clause 10.2 does not apply to employees already receiving a tool allowance in accordance with clause 5.5.4.

10.2.2 Employers will provide woodworkers with all benches, cramps, glue-pots, glue brushes, grindstones, thumb screws, hand screws, and all brushes and material required by french polishers.

10.2.3 In any factory or place where lacquering, polishing, or painting is performed by a machine, an effective exhaust fan will be provided.

10.2.4 Respirators and masks will be provided for wood machinists and teasers if in the opinion of a Workplace Health and Safety Inspector the same are necessary.

10.2.5 Cabinet makers, wood carvers, chair makers, and woodturners will be allowed reasonable time for the purpose of grinding tools of trade.

10.2.6 Provisions will be made in all factories for protection of employees' clothes from dust.

10.2.7 A clock will be kept by the employer in some conspicuous place in every factory or shop in such a position as to

be easily visible to all employees.

10.2.8 *Protective clothing*

Employers will provide one suitable apron each 12 months for employees engaged on wood machining and french polishing. Aprons will also be made available for the use of employees whilst engaged on stripping work.

10.2.9 *Purchase of materials*

An employee sent to work outside the workplace in which the employee is usually engaged will be provided with all necessary requirements, or will receive a sum sufficient to purchase all necessary requirements in the way of material before being sent out to work.

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 Union encouragement

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

11.3.1 *Documentation to be provided by employer*

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

11.3.2 *Union delegates*

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

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

11.3.3 *Deduction of Union fees*

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

11.4 Award posting

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

11.5 Notice boards

Upon request by the Union, the employer will provide a notice board to be erected in the establishment, such notice board to be in a prominent position. The notice board will contain a clearly defined and adequate space for the purpose of posting any notices thereon in connection with the meetings or other business of the Union. All such notices will be signed by the Union, or the employee's authorised representative.

11.6 Trade union training leave

11.6.1 A union member nominated by the union to which the employee belongs will, upon application in writing to the employer, be granted up to 5 days leave with pay each calendar year to attend courses conducted or approved by the Union.

(a) Such courses will be designed and structured with the objective of promoting good industrial relations, within the Furniture Industry.

(b) Consultation may take place between the parties in the furtherance of this objective.

11.6.2 The following scale will apply:

No. of employees covered by this Award	Max. No. of employees eligible to attend per year
Less than 10	1
10 - 30	1
30 - 50	2
50 - 100	3
over 100	4

11.6.3 The application for leave will be given to the employer at least 4 weeks in advance of the date of commencement of the course. The application for leave will contain the following details:

(a) The name of the employee seeking the leave;

(b) The period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and

(c) The title, general description and structure of the course to be attended and the location of the course.

- 11.6.4 The employer will advise the union within 7 clear days of receiving the application as to whether or not the application for leave has been approved.
- 11.6.5 The time of taking leave will be arranged so as to minimise any adverse effect on the employer's operations. The onus will rest with the employer to demonstrate an inability to grant leave when an eligible employee is otherwise entitled.
- 11.6.6 An employer will not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of clause 11.6 ordinary time earnings will be defined as the relevant award classification rate, including supplementary payments, shift work loadings where relevant, plus over award payments where applicable.
- 11.6.7 Leave rights granted in accordance with clause 11.6 will not result in additional payment for alternative time off to the extent that the course attended coincides with an employee's day off in the 19 day month work cycle or with any concessional leave.
- 11.6.8 Where an employee is sick during a period when leave pursuant to clause 11.6 has been granted proof of attendance at the course is not required for that period and the employee will receive payment, if entitled under the provisions of clause 7.2.
- 11.6.9 An employee upon request by the employer will provide proof of attendance at a course for which the employee was granted leave.
- 11.6.10 Leave of absence granted pursuant to clause 11.6 will count as service for all purposes of this Award.
- 11.6.11 Any dispute as to any aspect of the operation of clause 11.6 will be resolved in accordance with the grievance procedure of this Award (clause 3.2).

SCHEDULE 1 - Pro-forma letter of appointment

This pro-forma letter which complies with the requirements of Part 4 of the Award. A letter in this form must be provided to all employees on the first occasion that they are employed. The employer must complete the details required and sign the letter. The letter should be provided on the employer's letterhead.

Employee Name: _____

EMPLOYER DETAILS

Employer's Name	
Employer's Address	

NATURE OF EMPLOYMENT

Will the employee be engaged to perform work on hire to other persons or companies or is the employee regularly engaged to perform work on hire to other persons or companies?	YES or NO
What job is the employee to perform? (e.g. cabinetmaker, sewer, cutter etc.)	
At what classification level is the employee engaged or is likely to be engaged? (e.g. Production level 3, Tradesperson Level 1, etc.)	

CONDITIONS OF EMPLOYMENT

What are the likely number and likely pattern of hours required? (e.g. 24 hours per week with 8 hours on Monday, Tuesday and Wednesday)	
A. What is the base rate of pay (including any overaward payment if applicable) upon which the	A = \$..... per hour

<p>casual loading may be based?</p> <p>B. What is the amount of casual loading to be paid? (B = 23% of A)</p> <p>C. What is the total casual rate? (A + B = C)</p>	<p>B = 23% of A = \$..... per hour</p> <p>C = A + B = \$..... per hour</p>
<p>What could be the reason for the engagement to finish?</p>	<p>Project finishes? Shortage of Work? Unsatisfactory Performance or conduct</p> <p>Any other reason - List Below</p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>What notice will be given to terminate the employment?</p>	<p>As much as possible under the circumstances? A day? At least an hour?</p>

SIGNED POSITION: _____

DATE _____

Dated 19 May 2006.

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

Operative Date: 19 May 2006
Repeal and New Award - (Furniture and Allied Trades Award -
State 2006
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