

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

GENERAL STORES, WAREHOUSING AND DISTRIBUTION AWARD - STATE 2002

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the General Stores, Warehousing and Distribution Award - State 2002 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 General Stores, Warehousing and Distribution Award - State 2002 as at 1 September 2010.

Dated 1 November 2010.

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

GENERAL STORES, WAREHOUSING AND DISTRIBUTION AWARD - STATE 2002

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the General Stores, Warehousing and Distribution Award - State 2002.

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1.3 Commencement Date

This Award takes effect from 23 December 2002.

1.4 Coverage

This Award shall apply to all persons employed in or in connection with:

- 1.4.1 Any store where goods are stored and/or handled and all wholesale warehouses and sample rooms and wharf stores in the whole of the Eastern District of the Southern Division of Queensland and in wine and spirits stores in that portion of such district north of 25 degrees of south latitude.
- 1.4.2 A machinery warehouse or stores or premises used for such, and factories where wire fencing, (other than barbed-wire fencing), wire weaving and tubular and iron gates are sold and manufactured or in any warehouse or shop or factory in assembling, erecting or putting together all classes of agricultural and pastoral machinery, implements, engines, and general machinery, and parts and which have been previously fitted or are standardised including the following: bag filling machinery, bone cutters, bone crushers, butter making machinery, cream separators, chaff cutters, chaff elevators, corn crushing, grinding and cracking machinery, horse works, lawn mowers, iron feed and drinking troughs, internal combustion engines up to 16 bhp (whether stationary, portable or self-propelled), maize shellers, milking machinery, pumps and pumping gear of all kinds, including piping rods and fittings, saw benches, ensilage cutters, ploughs, harrowers, scufflers, winnowers, threshers, reapers, binders, harvesters, mowing machinery, water sprinklers, poison or fumigating carts and machines, water carts, earth scoops, concrete mixers, rollers, hay and wool pressers, gates and droppers, tanks for windmills and power driven pumps, sheep shearing machinery, transport for engines and agricultural and pastoral implements and machines, all power transmission appliances in connection with any of the above classes of machinery, including shafting, couplings, collars, bearings, pulleys and belting, and in erecting or fixing any of the abovenamed machinery, implements, or engines in working order for customers or demonstration, or starting same to work and instructing customers in the use of the same, overhauling, cleaning and repainting second-hand or used machinery, implements and engines of the abovenamed classes, and fitting new parts where such parts as ready made and standardised, provided that such work does not require any of the parts to be machined, refitted or repaired by means of any machine tool, or at the bench by a fitter or other tradesperson.
- 1.4.3 Wool stores, or any other store where wool is stored prior to appraisalment, sale, or shipment, and in hide and skin and station produce selling brokers' stores, employees engaged in attending to stud stock in such stores, and employees engaged in hide and skin exporters or shippers' stores employees engaged in hide and/or skin drying yards, sheds or stores, and employees engaged in handling, hanging, or laying down hides or calf skins that have been in brine either in sheds, yards or stores, and employees engaged in the work of receiving and handling wool for dumping, dumping wool, and stacking and handling wool after it has been dumped, and employees cutting bands and wire for dumping purposes (where such work is done by Casual Employees) in wool dumping stores and sheds in the Southern Division.

For all employees employed under clause 1.4.3, the terms and conditions as set out in Schedule 3 shall apply notwithstanding that the Award may provide to the contrary.

- 1.4.4 This Award shall not apply to any person covered by any other Award or Industrial Agreement.

1.5 Definitions

- 1.5.1 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time
- 1.5.2 "Casual Employee" means any employee engaged by the hour and paid for a minimum of 2 hours' work on any one engagement.
- 1.5.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.4 "Junior" means any employee under 21 years of age who is classified at and performs work pursuant to a storeworker 1 or a Storeworker 2 level and does not receive the minimum wage prescribed for a Senior.
- 1.5.5 "Overaward Payment" is the amount (whether it be termed "Overaward Payment", "attendance bonus", "service increment" or any term whatsoever) which an employee would receive in excess of the "Award Wage" for the classification in which the employee is engaged:
- Provided that such payment shall exclude overtime, shift allowances, penalty rates, allowances, fares and travelling time allowances and any other ancillary payment of a like nature.
- 1.5.6 "Part-time Employee" means any employee employed for less than 38 hours per week but not less than 15 hours per week on a regular and continuous basis pursuant to clause 4.2.
- 1.5.7 "Senior" means any employee 21 years of age or over, or any employee under 21 years of age who is classified at a storeworker 3 or a storeworker 4 level, or any other employee under 21 years of age who is in receipt of not less than the minimum wage payable to Seniors.
- 1.5.8 "Union" means the National Union of Workers Industrial Union of Employees Queensland.
- 1.5.9 "Warehouse Employee" means any employee who is engaged in the reception, sale or delivery by hand of any goods for sale by wholesale, and shall include all sales persons, departmental assistants, country order assistants,

packers, porters, storeworkers and goods lift attendants. The term shall also include any storeworkers, packers or labourers in any bond or bulk store, but shall not extend to outside sales persons or commercial travellers. The term shall also include an employee who is engaged in or in connection with a machinery warehouse or premises whose duties include reception, storage, packing and delivery of machinery to or from such warehouse or premises. The term shall also apply to storeworkers and packers in grocery departments who may select orders and assemble goods.

1.6 Area of operation

- 1.6.1 The Southern Division (Eastern District), being the area of operation of work described in clauses 1.4.1 and 1.4.2 shall comprise that portion of the State along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by the meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to 22 degrees south latitude and then by that parallel of latitude due east to the sea-coast.
- 1.6.2 The Southern Division, being the area of operation of work described in clause 1.4.3 shall comprise that portion of the State of Queensland which is south of a line commencing at the junction of the sea coast and 22 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude west to the western border of the State.

1.7 Parties bound

This award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and the National Union of Workers Industrial Union of Employees Queensland and its members.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with the requirements of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

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

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions 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.

- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the relevant provisions of the Act.

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

4.1 Employment categories

- 4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment.
- 4.1.2 Employment categories are:
 - (a) full-time;
 - (b) part-time (as prescribed in clause 4.2); or
 - (c) casual (as prescribed in clause 4.3).

4.2 Part-time employment

- 4.2.1 Part-time Employees will be employed for less than 38 hours per week but not less than 15 hours per week on a regular and continuous basis.
- 4.2.2 Part-time Employees shall be rostered to work regular hours on regular days in accordance with the Award provisions for permanent employees. Changes to the roster shall only be made following consultation with, and the agreement of the employees concerned.
- 4.2.3 At the time of engagement the employer and the Part-time Employee will agree in writing the number of ordinary hours to be worked each week.
- 4.2.4 A Part-time Employee, for working ordinary time, shall be paid per hour 1/38th of the weekly rate prescribed in clause 5.2 for work which the employee performs, and in addition shall be entitled to shift premiums on a *pro rata* basis, where applicable.
- 4.2.5 Part-time Employees shall be entitled to payments arising under this Award in respect of annual leave, sick leave, bereavement leave and public holidays on which they would have been ordinarily rostered for work on a proportionate basis calculated on the normal ordinary hours the employee would have worked in accordance with clauses 4.2.1 and 4.2.2.
- 4.2.6 A Part-time Employee who works outside the hours fixed pursuant to clauses 4.2.1 and 4.2.2 shall be paid overtime in accordance with clause 6.4.
- 4.2.7 Part-time Employees shall be entitled to equal access to all training and promotional opportunities.
- 4.2.8 Part-time Employees shall not be subject to any form of discrimination in the case of redundancies.

4.2.9 A full-time employee who wishes to:

- (a) Convert to part-time employment shall be permitted to do so, if the employer agrees and subject to the conditions set out in clause 4.2. If such an employee transfers from full-time to part-time employment all accrued Award, over-award and legislative rights shall be maintained and employment shall be deemed to be continuous provided that no break in service occurs. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment in this Award.
- (b) A full-time employee who requests part-time work and is given such work may revert to full-time employment on a specified future date by agreement with the employer and recorded in writing.
- (c) No existing full-time employee shall be transferred by an employer to part-time employment without the written consent of the employee.

Subject to clause 4.2.8 an employer shall not terminate a full-time employee with the intention of re-employment as a Part-time Employee.

4.2.10 In relation to employees employed under clause 1.4.3, clause 4.2 shall apply only with agreement from the National Union of Workers Industrial Union of Employees Queensland.

4.3 Casual employment

The minimum hourly wage payable to Casual Employees shall be one 1/38th of the rates prescribed in clause 5.2 plus 23 per cent.

4.4 Incidental or peripheral tasks

- 4.4.1 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.
- 4.4.2 An employer may direct an employee to carry out such duties and use such tools and equipment consistent with the classification structure of this Award as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 4.4.3 Any direction issued by an employer pursuant to clause 4.4 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- 4.4.4 Employees are to perform a wider range of duties within the appropriate classification level including work which is incidental or peripheral to their main task or function.

4.5 Trainees

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

4.6 Anti-discrimination

- 4.6.1 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.
- 4.6.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.6.3 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.
- 4.6.4 Nothing in clause 4.6 is to be taken to affect:

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

4.7 Termination of employment

4.7.1 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.

4.7.2 Termination by employer

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

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

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:

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

- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

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

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

4.7.3 Notice of termination by employee

The notice of termination required to be given by an employee shall be one week. If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of the notice.

4.7.4 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.

4.8 Introduction of changes

4.8.1 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.

4.8.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).

- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.8.1.

- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

4.9 **Redundancy**

4.9.1 *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 4.9.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.

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

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

4.9.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.9.1 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 4.7.

- (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.

4.9.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.9.3, '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.

4.9.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.9.1, 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.

4.9.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.9.1, 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.

4.9.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.7.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.9.1(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.

4.9.7 *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.

4.9.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.9.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.9.9 *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.

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

Clause 4.9 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.

4.9.11 *Employees exempted*

Clause 4.9 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.

4.9.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.9 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.

4.9.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.9.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

- (b) The Commission may amend clause 4.9.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.9.14 *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.

4.10 **Transfer of calling - continuity of service**

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.

- (a) Where a business is, whether before or after the date of this Award, transmitted from an employer (the "transmittor") to another employer (the "transmittee"), and an employee who at the time of such transmission was an employee of the transmittor of the business becomes an employee of the transmittee:
- (i) The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- (ii) The period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) "Business" includes trade, process, business or occupation and includes part 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.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Definition of classifications

5.1.1 *Storeworker 1*

Points of entry - An employee under this classification performs duties to the level of training required for this classification including appropriate certification where relevant.

Skills/Duties -

- (a) Responsible for the quality of their own work subject to detailed direction.
- (b) Works in a team environment and/or under routine supervision.
- (c) Undertakes duties in a safe and responsible manner.
- (d) Exercises discretion within their level of skills and training.
- (e) Possesses basic interpersonal and communication skills.
- (f) Indicative of the job descriptions or tasks which an employee at this level may perform are the following:
- storing and packing goods and materials in accordance with appropriate procedures and/or regulations;
preparation and receipt of appropriate documentation including liaison with suppliers;
allocating and retrieving goods from specific warehouse areas;
selecting orders and assembling goods in areas such as grocery departments;
responsible for housekeeping in own work environment;
periodic stock checks;
basic operation of VDU or similar equipment;
storeworkers and packers, warehouse labourers, wire workers and/or gate makers;
machinery assemblers or engine drivers;
warehouse sales persons;
breaker out of certain specified bales for shipment or show purposes;
trottering or handling green skins and/or handling hides;
curing of skins and/or hides;
preparing skins and/or hides for classers;
operator of a feeder of skin, hide or wool press whether mobile or fixed;
cleaning;
ability to measure accurately using gauges and meters;
maintaining records.

5.1.2 Storeworker 2

Points of entry - An employee at this classification performs work above and beyond the skills of an employee at storeworker 1 classification and to the level of training for this classification including certification where relevant.

Skills/Duties -

- (a) Able to understand detailed instructions and work from procedures.
- (b) Able to co-ordinate work in a team environment under limited supervision.
- (c) Responsible for quality of their own work.
- (d) Possesses sound interpersonal and communication skills.
- (e) The following are indicative of the tasks which an employee at this level may perform:

licensed operation of all appropriate materials handling equipment;
operates a forklift as a primary responsibility;
use of tools and equipment within the warehouse basic non-trades maintenance;
inventory and warehousing control;
VDU operation at a higher level than that of a storeworker 1;
bulk iron and steel yards storeworker;
maintenance and material storeworker;
spare parts machinery and maintenance material;
employees working at hide or skin presses;
employees in charge of any department of a hide and skin shipper's store including hide or slain classers in charge of a department or store;
classers who are not in charge of a department in hide and skin shipper store;
employees engaged in handling green hides and/or calf skins, laying down hides in brine, or handling hides that have been in brine;
bale clerk responsible for maintaining daily production sheets, allocation and dispatch of bales to designated area prior to dispatch either by hand or forklift;
trainee shipping officer/classer.

5.1.3 Storeworker 3

Points of entry - An employee at this grade performs work above and beyond the skills of an employee at storeworker 2 level and to the level of training for this grade including certification where relevant.

Skills/Duties -

- (a) Understands and is responsible for quality control standards.
- (b) Possesses an advanced level of interpersonal and communication skills.
- (c) Possesses competent keyboard skills.
- (d) Possesses a sound working knowledge of all warehousing/stores duties performed at levels below this grade, exercises discretion within scope of this grade.
- (e) May perform work requiring minimal supervision either individually or in a team environment.
- (f) Indicative of the tasks which an employee at this level may perform are the following:

use of VDU for purpose such as maintenance of a deposit storage system information input/retrieval etc. at a higher level than that of storeworker 2;
assistance with development and refinement of a store layout including proper location of goods and their receipt and dispatch;
ability to work alone or in control of an isolated store where no direct supervision is exercised;
classing sheep skins for export;
grading hides in any hide store.

5.1.4 Storeworker 4

Points of entry - A storeworker 4 works above and beyond the skills of an employee at storeworker 3 grade and to the level of training for this grade, applying the skills acquired through successful completion of a certificate or equivalent qualification relevant to the industry according to the needs of the enterprise.

Skills/Duties -

- (a) Implements quality control techniques and procedures.
- (b) Understands and is responsible for a warehouse or a large section of a warehouse.
- (c) Highly developed level of interpersonal and communication skills.
- (d) Ability to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction.
- (e) Exercises discretion within the scope of this grade.
- (f) Exercises skills attained through the successful completion of an appropriate warehousing certificate.
- (g) Has sound knowledge of the employer's operation.
- (h) Indicative of the tasks which an employee at this level may perform are the following:

liaising with management, suppliers and customers with respect to stores operations;
maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports or stock movement, despatches, etc.;
buying or selling of skins or hides (responsible for arranging shows and setting out products for potential outside buyers);
weighing or shipping or receiving or delivery officer incorporating also despatcher functions.

5.1.5 Any requirement for certification in clauses 5.1.1, 5.1.2, 5.1.3 or 5.1.4 shall be waived until such time as accreditation is implemented by the relevant Industry Training Council.

5.1.6 An employee may be trained to perform all functions pertinent to their relevant classification level.

5.2 Wage rates

5.2.1 The minimum rates of wages payable to employees covered by clause 1.4.1 and 1.4.2 shall be:

Senior

Classification level	Relativity %	Excess payment \$	Award rate per week \$
Storeworker 1			
- on commencement	82	13.90	618.70
- after 6 months	87.4		627.40
Storeworker 2	92.4		648.30
Storeworker 3	96		663.30
Storeworker 4	100		682.00

Arising from these adjustments certain "excess payments" have also been identified and are payable to employees engaged in such classifications as part of their Award Rate. These "excess payments" are not subject to absorption of the safety net adjustment. Such "excess payment" shall not have any subsequent percentage based wage increase applied to it. Such "excess payment" shall be paid to all existing and future employees and is to be paid for all purposes of the Award.

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

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

5.2.2 *Juniors* - The following percentage of the Award Senior rate for the relevant classification level shall be paid to Juniors:

	Percentage of Award Rate
	%
15 and under 16 years of age	45
16 and under 17 years of age	50
17 and under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	75
20 and under 21 years of age	85

And thereafter the appropriate rate prescribed for Seniors.

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

5.3 Allowances

The following allowances are to be paid to employees performing the functions so described:

- 5.3.1 *Work in cold rooms* - Employees required to work in a deep freeze and/or cold storage room where the temperature is artificially reduced to 5 degrees Celsius or below, shall be paid 24.85 cents per hour whilst so engaged, with a minimum payment of 4 hours for each day.
- 5.3.2 Employees engaged in handling and/or carrying without mechanical contrivances cement in bags, carbon black, coils of wire rope, full drums of petrol, oil, distillate, tarring pipes or other material or handling any material covered with wet tar shall be paid 48.25 cents per hour whilst so engaged with a minimum payment of 96.5 cents.
- 5.3.3 Where in the performance of their work employees gets their clothes wet, they shall be paid double the ordinary time rate for all work so performed and such payment shall continue until the employees are able to change into dry clothing or until they cease work, whichever is the earlier.
- 5.3.4 Employees having the appropriate qualifications, when appointed to act as a first-aid attendant, shall be paid \$2.79 per day in addition to their ordinary rates of pay.
- 5.3.5 Employees engaged in carrying goods over 50 kgs in weight on a plank or handling cement in bags shall be paid 20% per hour extra while so doing, with a minimum payment of 82 cents.
- 5.3.6 *Meal allowance* - Employees required to work overtime for more than 2 hours or more than one hour if overtime continues beyond 6.00 p.m. shall be paid the sum of \$9.60 for the provision of a meal. Where notice of overtime has been given and arrangements have been made for a meal and such overtime is not worked, meal allowance shall be paid.

5.4 Payment of wages

- 5.4.1 All wages, including overtime, shall be paid once a week up to and including the previous workday in each week, unless mutually agreed otherwise and shall be paid in the employer's time, except in the case of casual hands, who shall be paid within thirty minutes of their services being dispensed with at the workplace where the work is completed. No more than two days' pay shall be kept in hand.
- 5.4.2 Where mutually agreed between an employer and a majority of employees, wages may be paid weekly or fortnightly by electronic funds transfer directly into the employee's nominated financial institution account.
- 5.4.3 When an employee is discharged they shall be paid all wages as soon as practicable after the discharge and in any case within 24 hours after making application for the same except when a bank holiday or Sunday intervenes and if such employee is not so paid the employee shall, for such time as shall elapse between the discharge and the payment, be paid at ordinary rates of pay. Where payment is made by electronic funds transfer and cannot be made within the prescribed period for reasons over which the employer has no control, the employee may elect to be paid by cheque within the prescribed period or to be paid by electronic funds transfer within 48 hours without penalty.
- 5.4.4 Where employees to whom this Award applies form a minority in the employer's workforce, payment of wages shall be in accordance with the method applying to the majority of the employees.

5.4.5 Notwithstanding anything elsewhere contained in this Award, an employer may select and utilise for timekeeping purposes any fractional or decimal proportion of an hour (not exceeding 15 minutes) and may apply such proportion in the calculation of the working time of an employee who reports for duty after that employee's appointed starting time or ceases duty before the employee's appointed finishing time. If an employer adopts a proportion for the aforesaid purpose the employer shall apply the same proportion for the calculation of overtime.

5.5 Superannuation

5.5.1 *Application* - In addition to the rates of pay prescribed in clause 5.2, eligible employees, as defined in clause 5.5.3(b), shall be entitled to Occupational Superannuation Benefits, subject to the provisions of clause 5.5.

5.5.2 Contributions

- (a) *Amount* - Every employer shall contribute on behalf of each eligible employee, as from the date of operation of this Award, an amount as per the relevant table of the contribution levels as authorised in the *Superannuation Guarantee (Administration) Act 1992* of the employee's ordinary time earnings, as defined in clause 5.5.3(d) into an approved fund as defined in clause 5.5.3(a). Each such payment of contributions shall be rounded off to the nearest 10 cents.
- (b) *Regular payment* - The employer shall pay such contributions to the credit of each such employee at least once each calendar month or in accordance with the requirements of the Approved Fund Trust Deed.
- (c) *Minimum level of earnings* - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.
- (d) *Absences from work* - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on Workers' Compensation. In the case of Workers' Compensation, the employer shall contribute in accordance with clause 5.5.2(a) whenever the employee is receiving by way of Workers' Compensation, an amount of money no less than the Award rate of pay.
- (e) *Other contributions* - Nothing in clause 5.5 shall preclude an employee from making contributions to a fund in accordance with the provisions of clause 5.5..
- (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 herein.

5.5.3 Definitions

- (a) "Approved fund" means a Fund approved for the purposes of this Award by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by this Award. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" shall mean any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.5.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation ("the relevant legislation") for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant legislation and complying with the operating standards as prescribed by Regulations made under the relevant legislation. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary time earnings" shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading, skill allowances and supervisory allowances where applicable. The term includes any Overaward Payment as well as casual rates received for ordinary hours of work. Ordinary time

earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

5.5.4 For the purposes of this Award, an approved fund shall be:

- (a) The Labour Union Co-Operative Retirement Fund - L.U.C.R.F.;
- (b) Sunsuper;
- (c) Superannuation Trust of Australia;
- (d) MTAA Industry Superannuation Fund;
- (e) Any named fund as is agreed to between the relevant employer/Union(s) parties to this Award and as recorded in an approved Industrial Agreement.
- (f) 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 and already had practical application to the majority of award employees of that employer.
- (g) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship any fund nominated by the employer and approved by the Brethren.
- (h) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in this Award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (i) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.5.2 on behalf of at least a significant number of that employer's employees as at 29 September 1989 and continues to make such contribution.
- (j) 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 (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 procedures" in clause 3.1.

5.5.5 Challenge of a fund

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

5.5.6 Fund selection

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clause 5.5.4 (e), (f), (g) and (h), shall be determined by a majority decision of employees.
- (b) Employees to whom clause 5.5 apply who are members of an established fund covered by clause 5.5.4(i) shall have the right by majority decision to choose to have the contributions specified in clause 5.5.2 paid into a fund as provided for elsewhere in clause 5.5.4 in lieu of the established fund to which clause 5.5.4(i) has application.
- (c) The initial selection of a fund recognised in clause 5.5.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under clause 5.5.4 where the long term performance of the fund is clearly disappointing.
- (d) Where clause 5.5.6 has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation of clause 5.5.6.

5.5.7 *Enrolment*

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

from the date an employee became an "eligible employee" if that occurs thereafter provided that an eligible employee completes, signs and returns to the employer an application form within 28 days of being provided with the application form by the employer. Where an eligible employee fails to complete, sign and return an application form within such period of 28 days the provisions of clause 5.5.7(c) shall apply.

5.5.8 *Unpaid contributions*

Subject to section 393 of the Act and to clause 5.5.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.5.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.5.4, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.5.2 excepting that resort to clause 5.5.8 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.

5.5.9 *Exemptions*

- (a) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.5 in the following circumstances:
 - (i) Incapacity to pay the costs associated with its implementation; or
 - (ii) Any special or compelling circumstances peculiar to the business of the employer.
- (b) Clause 5.5 shall not apply to employees of the State of Queensland where the Government superannuation scheme (QSuper) is mandatory for eligible employees of the State of Queensland and other instrumentalities in accordance with the *Superannuation (Government and other Employees) Act 1988*.

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

6.1 Hours of work

6.1.1 Clause 6.1.2, 6.1.3 and 6.1.4 shall not apply to employees employed under clause 1.4.3.

6.1.2 Subject to clause 6.1.3 (Implementation of 38 hour week), and subject to the exceptions provided in this award, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

6.1.3 *Ordinary hours of work*

The ordinary hours of work prescribed may be worked on any 5 consecutive days in the week, Monday to Saturday inclusive, subject to the following:

- (a) Ordinary hours worked on a Saturday shall be paid at the appropriate week-end overtime rate specified in clause 6.4 (Overtime).
- (b) Any arrangement of hours which includes a Saturday as ordinary hours shall be subject to agreement between the employer and the majority of employees concerned.
- (c) The ordinary hours of work prescribed herein shall 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 may be altered as to all or a section of employees provided there is agreement between the employer and the majority of employees concerned. Work done outside the hours of 6.00 a.m. to 6.00 p.m. shall be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of clause 6.1.2.
- (d) The ordinary starting and finishing times of various groups of employees or individual employees, may be staggered, provided that there is agreement between the employer and the majority of employees concerned.

- (e) The ordinary hours of work prescribed except for meal breaks and rest pauses, shall not exceed 10 hours on any day, provided that where the ordinary working hours are to exceed 8 on any one day, the arrangement of hours shall 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 days, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.
- (g) A roster for all employees showing normal starting and finishing times and the surname and initial of each employee shall be prepared by the employer and shall be posted 7 days in advance in a place accessible to the employee concerned. The roster shall be alterable by mutual consent at any time or in the case of full-time and Part-time Employees who work for a specific number of hours by amendment with 7 days' notice.
- (h) Such roster shall show the starting and ceasing times and the days upon which an employee is engaged to work as well as the number of hours to be worked each week to suit the exigencies of the establishment; provided that:
- (i) Part-time Employees will be entitled to predictability and regularity of hours in their employment.
- (j) Wherever practical and possible rosters shall not be changed from week to week, or fortnight to fortnight,

6.1.4 *Implementation of 38 hour week*

- (a) The 38 hour week shall 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:
 - (i) by employees working less than 8 ordinary hours each day; or
 - (ii) by employees working less than 8 ordinary hours on one or more days each work cycle; or
 - (iii) by fixing one or more work days on which all employees will be off during a particular work cycle; or
 - (iv) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.
- (b) Subject to clause 6.1.3(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) Notwithstanding 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 agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- (d) Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the business concerned.

6.1.5 *38 hour week - procedures for enterprise level discussions*

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

- (a) The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.1.4.
- (b) The outcome of such consultation shall be recorded in writing.
- (c) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.
- (d) 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.
- (e) After implementation of the 38 hour week, upon giving seven 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 foregoing provisions of clause 6.1, including clause 6.1.5(d).

6.1.6 38 hour week - preservation of pre-existing arrangements

Employers as listed in Schedule 1 and the employees of such employers, shall be exempt from the provisions of the 38 hour week in Part 6.

- (a) Employers and employees exempted pursuant to clause 6.1.6 shall until otherwise ordered by the Commission be bound by the provisions of clauses S1.1, S1.2, S1.3, S1.4 and S1.5 of Schedule 1.
- (b) Without limiting in any way the power of the Commission to make such orders it may see fit to make from time to time in relation to the exemption outlined in clause 6.1.6, an employer may agree in writing to the removal of such employer from the said Schedule 1 and may submit such agreement to the Commission in support of an application to remove the exemption in question from such date as ordered by the Commission.
- (c) The employees of employers listed in Schedule 1 shall not suffer any reduction of ordinary time earnings or conditions of employment whether award or over award, except to the extent that award amendments made by this Order and to which the exemption order does not apply, effectively alter conditions of employment as contained in this Award.

6.2 Meal breaks

- 6.2.1 Not less than 30 minutes and not more than one hour shall be allowed for the midday meal on each ordinary day worked and such meal break shall be between the 4th and 6th hour after commencement of work as may be arranged between the employer and the majority of employees concerned.
- 6.2.2 All work done during the recognised meal period shall be paid for at the rate of double time, such payment to continue until a meal break period has commenced.
- 6.2.3 Except in cases of emergency or with the agreement of the majority of employees concerned, one week's notice must be given by the employer to the employee of the intention to alter the meal hour.

6.3 Rest pauses

Every employee covered by this Award shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the working day. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary. 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 and the meal break arranged in such a way that the ordinary working day is broken up into three approximately equal working periods. Consent to combine the rest pauses shall not be unreasonably withheld by either party.

6.4 Overtime

- 6.4.1 Subject to clause 6.4.2, all time worked outside or in excess of the hours prescribed by clause 6.1 shall be deemed overtime and shall be paid for at the rate of time and a-half for the first three hours on any one day and thereafter at the rate of double time.
- 6.4.2 All overtime worked between midnight and the ordinary starting time shall be paid for at the rate of double time. Clause 6.4.2 shall not apply to employees employed under clauses 1.4.1 and 1.4.2 where overtime commences within 1 1/2 hours of the ordinary starting time which shall be paid for at the rate of time and a-half.
- 6.4.3 When an employee is required to work overtime exceeding one hour after the usual ceasing time and works through the meal break the employee shall be paid double the appropriate rate for such meal break and such rate shall continue until such meal break is allowed.
- 6.4.4 Any employee who is required to continue work after the employee's usual ceasing time shall be entitled to a 30 minute paid crib break after 2 hours, or after one hour if overtime continues beyond 6.00 p.m. After each further period of 4 hours the employee shall be allowed 45 minutes for crib. No deduction of pay shall be made in respect of any such crib breaks.
- 6.4.5 An employee who is required to return to work to perform overtime between 12.01 a.m. Monday and midnight Friday (other than on public holidays), which work does not continue after the ordinary ceasing time, shall be entitled to a 30 minute crib break after the completion of each 4 hours of overtime worked and no deduction of pay shall be made in this respect. An employee who is required to report back to work to perform overtime of more than 2 hours, but less than 4 hours prior to the ordinary starting time shall be allowed 30 minutes crib break at the ordinary starting time for which the employee shall be paid at ordinary rates.

- 6.4.6 An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times shall, subject to clause 6.4.6, be released after completion of such overtime until the employee has 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of their employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until released from duty for such period and shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

For the purposes of clause 6.4.6, where an employee is recalled to work after the ordinary ceasing time, overtime worked in such circumstances shall not be regarded as interrupting the 10 hour break where the actual time so worked is less than a total of 3 hours on such recalls.

- 6.4.7 All time worked on a public holiday outside the recognised starting and ceasing time shall be paid for at double the rate of overtime which would apply if such work was performed on an ordinary day.

6.5 Saturday, Sunday and holiday work

- 6.5.1 Employees called upon to perform overtime work on Saturdays and Sundays in accordance with this Award shall be paid the prescribed overtime rates with a minimum of 2 hours for each time they are so called in to work.

- 6.5.2 An employee who is required to work overtime on any Saturday, Sunday or public holiday, on which overtime is outside the scope of that covered by clauses 6.4.4 and 6.4.5, shall, if required to continue to work overtime for more than nine hours, be allowed thirty minutes for a crib after nine hours worked. After each further four hours of overtime worked, the employee shall be allowed forty-five minutes for a crib. No deduction of pay shall be made in respect of any crib break.

- 6.5.3 All time worked on Sunday shall be paid for at the rate of double time.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

- 7.1.1 Every employee (other than a Casual Employee) covered by this Award shall at the end of each year of their employment, be entitled to annual leave on full pay of 152 hours (4 weeks).

- 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 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1) shall be paid for by the employer in advance:

(a) In the case of any and every employee in receipt immediately prior to that leave of ordinary wages at a rate in excess of the ordinary time rate payable under clause 5.2 at that excess rate; and

(b) In every other case, at the ordinary time rate of pay payable under clause 5.2 to the employee concerned immediately prior to that leave.

- 7.1.5 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due, the employee's pay, calculated in accordance with clause 7.1.11 for 152 hours and also the employee's ordinary rate of pay for any public holiday occurring during such period of annual leave.

- 7.1.6 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 the actual period of employment as a proportion of a full year of employment multiplied by the amount of annual leave that employee would be entitled to had the employee completed a full year of service.

- 7.1.7 Reasonable notice of the commencement of annual leave shall be given to the employee.

- 7.1.8 Except as provided in clause 7.1, it shall not be lawful for the employer to give, or for any employee to receive, payment in lieu of annual leave.

- 7.1.9 The employer may arrange for annual leave to be taken during the Christmas period.

7.1.10 All employees of the State of Queensland shall have their annual leave entitlements debited by the number of ordinary hours they would have worked between Christmas Day and the 1st January (New Year's Day) inclusive when there is a compulsory closure of government establishments over the Christmas/New Year period.

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

- (a) *Overaward Payments* - Subject to clause 7.1.11(c), allowances, Overaward Payments and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (b) Subject to the provisions of clause 7.1.11(c), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and weekend penalty rates);
 - (ii) Allowances, Overaward Payments or amounts of a like nature;
 - (iii) A further amount calculated at the rate of 17 1/2% of the amounts referred to in clause 7.1.11(b)(i) and (ii).
- (c) Clause 7.1.11(b) shall not apply to employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every employee, except casual, and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave after each six 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 13 weeks' absence from work through illness in any one year.

7.2.2 Employee must give notice

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

7.2.3 Evidence supporting a claim

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

7.2.4 Accumulated sick leave

- (a) An employee's accumulated sick leave entitlements are preserved when:
 - (i) The employee is absent from work on unpaid leave granted by the employer;
 - (ii) The employer or the employee terminates the employee's employment and the employee is re-employed within three months; or
 - (iii) 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.
- (b) An employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

7.2.5 *Workers' compensation*

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

7.3 **Bereavement leave**

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

7.3.2 *Long-term casual employees*

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

(b) A "long-term Casual Employee" is a Casual Employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2(a).

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 apply to and are deemed to form part of this Award.

7.5.1 It is to be noted that:

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

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

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

(a) Maternity leave

(b) Parental leave

(c) Adoption leave

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

7.6 **Public holidays**

7.6.1 Subject to clause 7.6.6 all work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);

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

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

7.6.2 *Labour Day*

All employees covered by this Award shall be 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 for 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 shall be paid a full day's wage for the day and in addition a payment for the time actually worked at one and a-half times the ordinary rates prescribed for such work with a minimum of 4 hours.

7.6.3 *Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *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 shall be paid for at the rate of double time and a-half with a minimum of 4 hours. No employee shall be entitled to receive more than one day per year as Show Day.

7.6.4 *Double time and a-half*

For the purposes of clause 7.6, where the rate of wages is a weekly rate, "double time and a-half" shall mean one and one-half days' wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

7.6.5 *Stand down*

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

7.6.6 *Substitution*

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

Provided that where an employee is subsequently required to work on such substituted days, the employee shall be paid the rate applicable for the holidays that have been substituted.

Clause 7.6.6 shall not apply to employees covered by clause 1.4.3.

7.6.7 *Rostered day off falling on public holiday*

Where an employee's rostered day off falls on a public holiday, the rostered day off shall be substituted for another ordinary working day of the same duration in hours.

7.7 **Trade union training leave**

7.7.1 Upon written application by an employee to the employer such application being endorsed by the Union and given to the employer at least one month in advance, such employee may be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses or seminars conducted by The National Union of Workers Industrial Union of Employees Queensland.

7.7.2 The scope, content and level of such courses or seminars shall be such as to contribute to a better understanding of industrial relations within the employer's operations. Such training may include attendance at employer or Union initiated courses conducted by any other organisation as agreed upon by the Union and employers.

7.7.3 For the purposes of clause 7.7 "ordinary pay" shall mean at the ordinary weekly rate paid to the employee exclusive of penalty rates or any allowance for travelling time and fares. The granting of such leave shall be subject to the following conditions:

- (a) The employee must have at least 12 months continuous service with the employer prior to such leave being granted or be the elected Union delegate.
- (b) Unless otherwise agreed the maximum number of employees of one and the same employer attending a training course or seminar each year will be as follows:

Where the employer employs between 10 - 50 employees	1
Where the employer employs between 51 - 100 employees	2
Where the employer employs over 100 employees	4

- (c) Clause 7.7 shall not apply to a workplace with less than 10 full-time employees under this Award.
- (d) The granting of such leave shall be subject to the convenience of the employer so that the operations of the enterprise will not be adversely affected.
- (e) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted by the employer to cover the absence of the employee.
- (f) Leave granted to attend such training courses will not incur any additional payment or alternate time off if such course coincides with the employee's day off in the 19 day month working arrangements or with any other concessional leave.
- (g) Such paid leave will not affect other leave granted to employees under this Award.
- (h) On completion of the course the employee shall, upon request, provide to the employer proof of their attendance at the course. Non-attendance at a training course will result in the employee not being paid for such time.

7.8 Jury service

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.

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.

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.

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.

"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 Accommodation and expenses

8.1.1 An employee who is required to remain away from home overnight shall be supplied with reasonable accommodation.

8.1.2 An employee shall be reimbursed by an employer for reasonable out of pocket expenses. Discussion as to the operation of clause 8.1 shall take place between the employer and the employee prior to the commencement of the journey.

8.2 Travelling, transport and fares

- 8.2.1 When employees are required to travel by rail, first class fares shall be provided by the employer. Sleeping berths, if available, shall also be supplied where employees are required to travel at night.
- 8.2.2 Employees required to work on any day away from their usual place of work shall commence work at the usual starting time at the place designated by the employer and shall be paid:
- (a) for time reasonably spent travelling both ways between their homes and their designated place of work in excess of the time normally spent by them travelling both ways between their homes and their normal place of work. Payment for this travelling time shall be paid at the ordinary rates except on Sundays and public holidays when it shall be time and a-half;
 - (b) for any expenses reasonably incurred by them in travelling between their home and such job.
- 8.2.3 Employees required to travel during ordinary working hours shall be paid for all such time spent travelling and shall have their fares paid or be reimbursed for any expenses reasonably incurred by them in so travelling.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to training and careers

The parties commit themselves to the development and implementation of training courses as it is regarded by them as appropriate and improving the training in cases where this is required. It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees in the industry and the parties agree to co-operate in encouraging both employers and employees to avail themselves of the benefits to both from such training.

9.2 Training

- 9.2.1 The parties to this Award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly the parties commit themselves to:
- (a) developing a more highly skilled and flexible workforce;
 - (b) providing employees with career opportunities through appropriate training to acquire additional skills;
 - (c) removing barriers to the utilisation of skills acquired.
- 9.2.2 Following proper consultation in accordance with clause 9.1 or through the establishment of a training committee, an employer shall develop a training program consistent with:
- (a) the current and future skills needs of the enterprise;
 - (b) the size, structure and nature of the operations of the enterprise;
 - (c) the need to develop vocational skills relevant to the enterprise, through courses conducted by credited educational institutions and providers;
 - (d) the standards developed by the relevant Industry Training Council.
- 9.2.3 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 program and availability of training courses and career opportunities to employees;
 - (b) dissemination of information on the training program and availability of training courses;
 - (c) the recommending of individual employees for training and re-classification;
 - (d) monitoring and advising management and employees on the on-going effectiveness of the training.
- 9.2.4 Where it is agreed that additional training in accordance with the program developed pursuant to clause 9.2.2 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.

- 9.2.5 Any costs associated with standard fees for prescribed courses and prescribed text books (including those text books which are available in the employer's technical library), legitimately 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.
- 9.2.6 Legitimate travel costs incurred by an employee undertaking training in accordance with clause 9.2 which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

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

10.1 Clothing, equipment and tools

- 10.1.1 When an employee is required to work in a deep freeze and/or cold storage room, protective clothing appropriate to the task at hand shall be provided by the employer in accordance with the appropriate Code of Practice under the *Workplace Health and Safety Act 1995*.
- 10.1.2 Suitable waterproof clothing shall be supplied by the employer to an employee who is required to work in the rain.

10.2 Occupational health and safety

- 10.2.1 Employers and employees should abide by the *Workplace Health and Safety Act 1995*, Regulations and appropriate Codes of Practice (under the *Workplace Health and Safety Act 1995*).
- 10.2.2 No employee shall be permitted to lift, carry or move by hand any object so heavy as to be likely to cause risk of injury to the employee or any other person. No employee shall lift, carry or move any object weighing in excess of 16 kgs without mechanical or other assistance.
- 10.2.3 Employers should ensure that all manual handling in workplaces is subject to risk assessment in accordance with the Code of Practice for Manual Handling under the *Workplace Health and Safety Act 1995*.

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 Queensland Industrial Relations 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 an organisation of employees that has the right to represent the industrial interests of the employees concerned.

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 Posting of award

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

11.4.2 On the premises of each workplace reasonable opportunity shall be afforded to the Union to post Union notices.

SCHEDULE 1

List of employers exempt from the provisions of the 38 hour week:

- Brett and Company
- Caroma Sales
- Gordon and Gotch Ltd.
- J. Blackwood and Sons
- J. Leutenegggers Pty. Ltd.
- Kimberley Clarke
- Kinnears Ropes
- Mauri Queensland
- Arthur Yates and Co.
- Q.D.L. Limited
- Queensland Independent Wholesalers
- Allstates Confectionery Supplies - Rocklea
- Australian Pharmaceuticals Industries

- Swift and Moore
- Uncle Tobys Warehouse
- Wills Sales

In lieu of the parent clauses in this Award the provisions of the following clauses shall apply to the abovementioned employers and employees:

S1.1 *Hours of work*

S1.1.1 The ordinary weekly working hours shall not exceed 40 in any one week to be worked between 6.30 a.m. and 5.30 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays.

S1.1.2 In all cases the meal break will be taken between the 4th and 6th hour after their commencement of work and be not less than 30 minutes and not more than 60 minutes in duration.

S1.1.3 When an employee is required to continue working through the employee's normal meal break, that employee shall be paid at double the ordinary rate and such rate shall continue until the meal break is allowed.

S1.1.4 Unless otherwise mutually agreed between the employer and an employee and except in the case of emergency, one week's notice must be given by the employer to the employee to alter the meal break.

S1.2 *Overtime*

S1.2.1 When an employee is called upon to work overtime for more than one hour after the ordinary ceasing time the employee shall be paid by the employer the sum of \$9.60 as meal money in addition to overtime payment for the time worked.

S1.2.2 Except where mutually agreed otherwise, when overtime is worked for more than one hour after the usual ceasing time, not less than one-half hour shall be allowed for a meal and this should be the first half hour after the usual ceasing time.

S1.3 *Rest pauses*

S1.3.1 Every employee covered by this Award shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the 1st and 2nd half of their daily work. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.

S1.3.2 Where there is agreement between the majority of employees, the employer and the Union, the rest pauses may be combined into one twenty minute rest pause to be taken in the first part of the ordinary working day with the combined rest pause and meal break arranged in such a way that the ordinary working day is broken up into three approximately equal periods:

Provided further that the parties agree that Union involvement would only be necessary where Union members are employed.

S1.4 *Annual leave*

S1.4.1 Every employee (other than an employee employed at piece work rates or a Casual Employee) covered by this Award shall at the end of each year of employment be entitled to annual leave on full pay of 160 hours (4 weeks). Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause S1.4.2) shall be paid for by the employer in advance:

In the case of any and every employee in receipt immediately prior to that annual leave of ordinary pay at a rate in excess of the ordinary rate of pay payable under this Award at that excess rate; and

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when the employee was terminated or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and the 1st January (New Year's Day).

S1.4.2 *Calculation of annual leave pay:*

In respect to annual leave entitlements to which clause S1.4.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) *Shift workers* - Subject to clause S1.4.2(c), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.

- (b) *Leading hands, Etc* - Subject to clause S1.4.2(c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) *All employees* - Subject to the provisions of clause S1.4.2(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
- (i) The employee's ordinary wage rate as prescribed by this Award for the period of the annual leave (excluding shift premiums and weekend penalty rates);
 - (ii) Leading hand allowance or amounts of a like nature;
 - (iii) A further amount calculated at the rate of 17½% of the amounts referred to in clauses S1.4.2(a) and S1.4.2(b)
- (d) Clause S1.4.2(c) does not apply to:
- (i) any period or periods of annual leave exceeding:
 - 200 hours (5 weeks) in the case of employees employed in a calling where 3 shifts per day are worked over a period of 6 days per week;
 - 160 hours (4 weeks) in any other case; and
 - (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

S1.5 *Sick leave*

Every employee shall become entitled to not less than 64 hours' sick leave for each completed year of employment with an employer. Moreover, as respects any completed period of employment of less than one year with an employer after that date, an employee shall become entitled to 8 hours' sick leave for each 6 weeks of such period.

SCHEDULE 2

List of employers with second tier orders which to varying degrees modify the provisions of this Award

Name	Case No.	Date of Order
W.D. & H.O. Wills (Australia) Pty. Ltd	B592/87	07/01/88
Caroma Industries Limited	B21/88	21/01/88
T.H. Martin (Trading as T.H. Martin Lighting and Appliance Wholesalers)	B22/88	1/01/88
Chemos Industries Pty. Limited	B165/88	21/03/88
Rothmans of Pall Mall (Aust) Limited	B192/88	30/03/88
Brett & Co. Pty. Limited	B146/88	23/03/88
The Stubbies Clothing Company	B222/88	15/04/88
Dent QBC	B25/881	9/05/88
Repcos Central Store (Qld)	B362/88	09/06/88
Dunlop Industrial Sales, A Division of Pacific Dunlop Limited (Inc. in Victoria)	B725/88	08/08/88
Colleges of Advanced Education	B765/88	23/09/88
Bell Tyres Pty. Ltd. (Trading as Queensland Tyres)	B736/88	7/09/88
Chocolates By Vivian	B552/88	28/09/88
GEC Osram	B919/88	13/12/88
Nestle Australia Ltd. Queensland State Branch	B1/89	11/01/89
Hardie Iplex Pipelines	B15/89	06/02/89
Hardings Manufactures Pty. Ltd	B85/89	16/03/89
Associated Newsagents Co-operative (Qld) Ltd	B62/89	06/03/89
Ashdown Enterprises (Wholesale) Pty. Ltd	B50/89	06/03/89
Hume Doors (Qld) Pty Ltd	B254/89	0/05/89
Oriel Lighting	B260/89	01/06/89
Tubemakers of Australia Limited		
Packer Brothers Metal Centre	B268/89	17/11/89
F.H. Edwards & Sons	B734/89	25/09/89

SCHEDULE 3

Notwithstanding any Award provisions to the contrary, the following clauses shall apply to all employees covered by clause 1.4.3 (Coverage):

S3.1 Definitions

S3.1.1 "Casual Employee" shall mean an employee engaged by the hour who shall be guaranteed a minimum of 6 hours work or 6 hours pay on each day they attend for work subject to the following:

- (a) An employee is not entitled to a 6 hour minimum payment under clause S3.1.1, on the grounds that the employee cannot be usefully employed for at least 6 hours as a result of a strike or ban, limitation or restriction imposed on the proper performance of work by any employee or group of employees whether they be covered by this Award or not, but shall be entitled to a minimum of 4 hours payment.
- (b) On Christmas Eve and New Year's Eve, when special working arrangements are agreed upon, a 4 hour minimum shall apply and the employer shall have the right to order back the employees engaged, for the following working day.
- (c) On any day when a stop work meeting is held only those hours that are worked shall be paid for.
- (d) If any Casual Employee is deemed to be unsatisfactory by the employer, such employee's services may be terminated within 2 hours.

S3.2 Wages

S3.2.1 The minimum rates of wages payable to the following classes of employees shall be:

Seniors

Classification Level	Relativity %	Excess Payment \$	Award Rate Per Week \$
Storeworker 1			
- on commencement	82	43.90	648.70
- after 6 months	87.4	22.90	650.30
Storeworker 2	92.4	5.50	653.80
Storeworker 3	96	1.70	665.00
Storeworker 4	100		682.00

"Excess payments" are not subject to absorption of the safety net adjustments. Such "excess payment" shall not have any subsequent percentage based wage increase applied to it. Such "excess payment" shall be paid to all existing and future employees and is to be paid for all purposes of the Award.

The percentage relativities column relates to percentages applying before the application of the \$8.00 arbitrated safety net adjustment made in accordance with the February 1994 Review of Wage Fixing Principles. The percentage relativities are based on a base rate and supplementary payment totalling \$417.20 per week. The percentage relativities column should also be applied by excluding amounts shown in the "excess payment" column in any calculations of relativities.

S3.2.2 Casual Employees shall be paid as follows:

- (a) The minimum hourly wage payable to Casual Employees shall be 1/38th of the rates prescribed in clause S3.2.1 plus 23%.
- (b) An annual leave loading, equal to 1/16th of the ordinary time rate for each hour worked, shall be added on each occasion payment is made to Casual Employees.

S3.2.3 Casual Employees shall be paid for each fraction of half an hour on duty as if it were a full half hour.

S3.3 Allowances

S3.3.1 The following allowances are to be paid to persons performing the functions as described:

- (a) Employees handling green sheep skins received direct from an abattoir shall be paid an additional 18.65 cents per hour whilst so engaged.
- (b) Casual Employees engaged in handling green hides and/or calf skins, laying down hides in brine or handling hides that have been in brine, shall be paid in addition 18.65 cents per hour whilst so engaged and Casual Employees engaged in classing hides and/or calf skins shall be paid an additional 18.65 cents per hour whilst so engaged.

(c) Where their ordinary hours of work terminate later than 5.30 p.m. employees shall receive in addition to their ordinary rates 73 cents per day.

(d) The employer shall provide all necessary protective clothing and equipment to employees in accordance with the *Workplace Health and Safety Act 1995* and Regulations to allow them to safely perform the task at hand.

S3.4 *Hours of Work*

S3.4.1 Except as hereinafter provided 38 hours shall constitute a full week's work to be worked by agreement between the company, the Union and the majority of employees on one of the following bases:

(a) 4 days of 8 hours and 1 day of 6 hours in a week;

(b) 4 hours off per fortnight;

(c) 1 day off per 4 week cycle.

S3.4.2 The ordinary hours of work shall be worked continuously, except for meal breaks and rest pauses, between 6.30 a.m. and 6.30 p.m:

Provided that established departmental starting times shall not be altered without 2 days' notice of such change to the employees concerned. Such notice shall not apply in emergent circumstances or if mutually agreed.

S3.4.3 Where a public holiday falls on a day on which an employee was to be rostered off, another day shall be allowed within 10 working days at management's discretion and without penalty.

S3.4.4 If an employee is required to work on the employee's rostered day off (or half day etc. as the case may be) providing 2 full working days' notice is given then another day shall be substituted for the rostered day or shall be taken within 10 working days at management's discretion and without penalty.

S3.4.5 The ordinary hours of work prescribed may be worked Monday to Friday.

S3.5 *Overtime*

S3.5.1 All time worked on Saturday shall be deemed overtime and shall be paid for at the rate of double time.

S3.5.2 All time worked in excess of 8 hours per day or before the recognised starting or after the recognised ceasing time of an employee shall be counted as overtime.

S3.5.3 All work done between midnight and the ordinary starting time on any day shall be paid for at the rate of double time.

S3.5.4 All time worked on a public holiday outside the recognised starting and ceasing time shall be paid for at double the rate of overtime which would apply if such work were performed on an ordinary working day.

S3.5.5 Should any employee at any time remain on duty continuously for a period exceeding 24 hours including in such period all meal hours and rest periods the employee shall be paid at treble the ordinary time rates for such hours worked in excess of such 24 hours, until a break of at least 12 hours is given.

S3.5.6 Sunday work shall only be performed when absolutely necessary. If so performed, double time shall be paid to all employees whether on a casual or weekly basis.

S3.5.7 An employee required to work overtime for more than one hour after the employee's usual ceasing time shall be paid the sum of \$9.60 for the provision of a meal:

Provided that where notice of overtime has been given and arrangements have been made for a meal and such overtime is not worked, meal allowance shall be paid.

S3.5.8 When an employee is called upon to work overtime in excess of 4 hours on a Saturday or Sunday without having being notified to that effect on the previous day, the employee shall be paid the sum of \$9.60 for the provision of a meal. When an employee has provided a meal or meals in consequence of being given notice to work overtime the employee shall be paid \$9.60 for each meal so provided in the event of the overtime not being worked or ceasing before the respective meal time.

S3.6 *Rest Pauses*

S3.6.1 Employees shall be given a further rest pause of 10 minutes without loss of pay when working more than 2 hours beyond the time of cessation of a meal break during overtime as provided for in clause S3.5.8.

S3.6.2 All employees shall be paid for such rest pauses at the rate of double time during ordinary hours and treble time during overtime hours if circumstances prevent them from commencing such rest pauses within 1/4 of an hour of the middle point of the work period or within 1/4 of an hour of 2 hours from the time of cessation of a meal break in overtime as the case may be.

S3.6.3 Provided that where there is agreement between the majority of employees, the employer and the Union, rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day with the combined rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal periods.

S3.7 Union picnic day

All permanent employees shall be entitled to take a Union picnic day to be held annually on a date to be advised by the Union. All such employees shall be paid for the day as if it were an ordinary day of work. Employees who work on the Union picnic day shall be entitled to be paid for all time worked at the rate of double time and a-half or shall be entitled to substitute another day off in lieu. This shall be determined by mutual agreement between the employer and the majority of employees concerned.

SCHEDULE 4

Notwithstanding any Award provisions to the contrary, the following clauses shall apply to all employees covered by this Award working in the Bundaberg Sugar Ltd. Sales & Marketing Department Packaging Plant who undertake the tasks of packaging, storing or despatching sugar products from this plant.

S4.1 Shift work

S4.1.1 A shift worker means an employee whose ordinary hours of work are regularly rotated in accordance with a roster which prescribes 2 or more shifts (day, afternoon or night) per day.

S4.1.2 The ordinary hours of work for a shift worker shall not exceed 8 per shift and 40 per week.

S4.1.3 Day shift means a shift of work commencing at or after 6.00 a.m. and ceasing at or before 6.00 p.m.

S4.1.4 Afternoon shift means a shift of work commencing at or after 3.00 p.m. and ceasing at or before 11.00 p.m.

S4.1.5 Night shift means a shift of work commencing at or after 11.00 p.m. and ceasing at or before 7.00 a.m.

S4.1.6 Shift workers employed on afternoon shift shall be paid 15% and night shift shall be paid 17.5% in addition to the ordinary rates prescribed in clause 5.2 (Wage rates) of this Award for the work performed.

S4.1.7 The employer shall give at least one week's notice of its intention to commence and/or cease shift work.

S4.2 Crib break - shift workers

S4.2.1 All shift workers shall be allowed a 30 minute break for a meal during the shift for which no deduction of pay shall be made.

S4.3 Overtime - shift workers

S4.3.1 All overtime worked by shift workers shall be paid for at the rate of double time.

This Schedule has been inserted as a result of an application to amend the Award arising from the decision of the Full Bench of the Commission on 30 June 2004 (and published at 176 QGIG 497-498) to move to declare Industrial Agreements obsolete. Given the origin of this Schedule the provisions contained within it are not to be used as a precedent for any other matter whatsoever.

Dated 23 October 2002.

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

Operative Date: 23 December 2002