

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**LAUNDRY WORKERS AWARD - STATE (EXCLUDING BRISBANE) - 2003**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Laundry Workers Award - Brisbane 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Laundry Workers Award - Brisbane 2003 as at 1 January 2011.

Dated 1 March 2011.

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

**LAUNDRY WORKERS AWARD - STATE (EXCLUDING BRISBANE) - 2003**

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This Award is known as the Laundry Workers Award - State (excluding Brisbane) 2003.

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### **1.3 Date of operation**

This Award takes effect from 17 February 2003.

### **1.4 Coverage**

This Award applies to employees (other than employees covered by any other Award of the Commission or by any Award of the Australian Industrial Relations Commission), engaged as laundry workers in the State of Queensland, exclusive of the Local Authority Area of the City of Brisbane.

### **1.5 Definitions**

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

1.5.2 "Commission" means the Queensland Industrial Relations Commission.

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

## **1.6 Area of operation**

For the purpose of this Award, the divisions and districts are as follows:

### *1.6.1 Divisions*

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

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

Southern Division - That portion of the State not included in the Northern or Mackay Divisions, exclusive of the Local Authority Area of the City of Brisbane.

### *1.6.2 Districts*

#### (a) Northern Division:

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

Western District - The remainder of the Northern Division.

#### (b) Southern Division:

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

Western District - The remainder of the Southern Division.

## **1.7 Parties bound**

This Award is legally binding upon the employers and employees as prescribed by clause 1.4, and upon The Australian Workers' 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 Chapter 6 of the Act and is to have no force or effect until approval is given.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE SETTLING PROCEDURES**

### **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 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

## **3.2 Consultative mechanisms and procedures in the workplace**

- 3.2.1 The parties to this Award are committed to cooperating positively to increase the efficiency, productivity and international competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.
- 3.2.2 At each plant or enterprise, an employer, the employees and their Union shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or the Union for consideration consistent with the objectives of clause 3.2.1 shall be processed through that consultative mechanism and procedures.
- 3.2.3 Measures raised for consideration consistent with clause 3.2.2 shall be related to implementation of the new classification structure, and the facilitative provisions contained in this Award.
- 3.2.4 Without limiting the rights of either an employer or the Union to arbitration, any other measure designed to increase flexibility at the plant or enterprise and sought by any party shall be notified to the Commission and by agreement of the parties involved shall be implemented subject to the following requirements:
  - (a) the changes sought shall not affect provisions reflecting State standards;
  - (b) the majority of employees affected by the change at the plant or enterprise must genuinely agree to the change;
  - (c) no employee shall lose income as a result of the change;

- (d) the Union must be a party to the agreement;
- (e) the Union shall not unreasonably oppose any agreement;
- (f) any agreement shall be subject to approval by the Commission and, if approved, shall take precedence over any provision of this Award to the extent of any inconsistency.

### **3.3 Counselling procedure**

A counselling and warning system is to be adopted in relation to employees absenteeism, time-keeping, job performance, safety attitude, as follows:

- 3.3.1 When an incident or incidents warrant corrective action, the supervisor or department manager will have a counselling session with the employee, fully explaining the corrective action required.
- 3.3.2 A repeat incident by the employee will result in a first warning being given to the employee by an appropriate representative of management. This warning will be given with the Union Delegate/Organiser present, and the details will be recorded.
- 3.3.3 A further repeat of this incident will result in a final warning being given to the employee, this warning will be given by appropriate company representatives in the presence of an Union Delegate/Organiser or if no Delegate/Organiser is available, another Union representative.
- 3.3.4 This final warning will be recorded in writing and will be signed by the employee concerned, the company representative and the Union Delegate/Organiser.
- 3.3.5 These warnings will be retained in the employee's file for a period of 2 years after which time they will be revoked. A further occurrence will result in the dismissal of the employee.
- 3.3.6 However, if the first incident is considered severe enough, the first warning in that instance would be regarded and recorded as a final warning.
- 3.3.7 This procedure is to operate in connection with the termination of employment other than in cases of retrenchment or summary dismissal.

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

### **4.1 Employment categories**

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

Employment categories are:

- (a) full-time;
- (b) part-time (as prescribed in clause 4.2); or
- (c) casual (as prescribed in clause 4.3).

### **4.2 Part-time employment**

Employees may be engaged as part-time workers subject to the following conditions:

- 4.2.1 The spread of ordinary working hours shall be the same as those prescribed for full-time employees.
- 4.2.2 The number of ordinary working hours in any one week shall not be less than 16 and shall not exceed 32.
- 4.2.3 The ordinary daily working hours shall be worked continuously, excluding meal breaks, and shall not be less than 4 hours or more than 8 hours per day.
- 4.2.4 Employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38.
- 4.2.5 Employees shall be entitled to a proportionate amount of annual leave, sick leave, long service leave, bereavement leave and all public holidays as prescribed for weekly employees.

4.2.6 In each instance the proportionate entitlement shall be determined by dividing the average number of hours worked each week by 38.

4.2.7 Part-time employees who work a minimum of 4 consecutive ordinary hours but less than 8 consecutive ordinary hours on any one day shall receive a rest pause of 10 minutes' duration.

Part-time employees who work a minimum of 8 consecutive ordinary hours (excluding the meal break) shall be entitled to the same rest pauses as prescribed in clause 6.3, for weekly employees.

Rest pauses shall be taken at times to suit the convenience of the employer so as not to interfere with the continuity of work where continuity is necessary.

4.2.8 Subject to the provisions contained herein all other provisions of the Award relevant to full-time employees shall apply to part-time employees.

### **4.3 Casual employment**

4.3.1 A casual worker, that is a person who is employed for less than 38 hours in any one week, shall be paid 25% in addition to the rates of wages prescribed by clause 5.1 for employees employed within that District.

4.3.2 Casual employees who work a minimum of 4 consecutive ordinary hours but less than 8 consecutive ordinary hours on any one day shall receive a rest pause of 10 minutes' duration.

4.3.3 Part-time employees who work a minimum of 8 consecutive ordinary hours (excluding the meal break) shall be entitled to the same rest pauses as prescribed in clause 6.3, for weekly employees.

### **4.4 Proportion of juniors**

The proportion of juniors that may be employed shall not exceed 2 to every adult employed under this Award.

### **4.5 Incidental and peripheral tasks**

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

4.5.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

4.5.3 Any direction issued by an employer pursuant to clauses 4.5.1 or 4.5.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **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 two 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 amount the employee would have received under clause 4.7.2(d) for a period of notice of one week.

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

Provided that 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 (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and



(ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

(b) In clause 4.9.3, '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 Continuity of service - transfer of calling

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

### PART 5 - WAGES AND WAGE RELATED MATTERS

#### 5.1 Wage rates

The minimum rates of wages payable to employees in the Southern Division (Eastern District) shall be:

Classification	Award Rate Per Week \$
Rinser, washing machine attendant, hydroextractor, attendant, shirt and collar machinist, repairer, press and shirt machinist and flat work machinist.	606.00
All other employees:	603.00
	Percentage of Minimum Adult Rate %
Under 18 Years of Age	65
18 and Under 19 Years of Age	75
19 and Under 20 Years of Age	85
Thereafter at the appropriate adult rate.	

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.

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 Allowances

##### 5.2.1 Divisional and district parities

Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the rates of wages prescribed by clause 5.2.1 for employees employed within that District:

Northern Division, Eastern District	\$1.05
Northern Division, Western District	3.25
Mackay Division	0.90
Southern Division, Western District	1.05

##### 5.2.2 Afternoon and night shift allowance

- (a) In addition to the rates of pay prescribed by clause 5.1 (Wages) of this Award, employees whilst engaged on afternoon shift and night shift, as defined, shall be paid an additional penalty rate for each such shift as follows:

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

- (b) For the purposes of clause 5.2.2 the percentage which is quoted shall be the amount which is payable for each shift in addition to the employee's ordinary time wage rate.

- (c) No employee shall as a result of clause 5.2.2 suffer any reduction to their current entitlement to shift allowance.
- (d) This additional shift allowance shall not apply to shift work performed on a Saturday and/or Sunday. All ordinary time worked by shift workers between midnight Friday and midnight Sunday shall be paid for at the rate of time and a-half.

### **5.3 Payment of wages**

Wages shall be paid weekly in the employee's time and not more than 2 days' pay shall be kept in hand:

Provided that where it is mutually agreed between the employer and the majority of employees, wages may be paid by electronic funds transfer into the bank or other financial institution of the employee's choice without cost to the employee.

### **5.4 Superannuation**

5.4.1 *Application* - In addition to the rates of pay prescribed by this Award eligible employees (as defined in clause 5.4.3) shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.4.

#### *5.4.2 Contributions*

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

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

Provided that the employer shall not be required to pay superannuation contributions on behalf of any eligible employee in respect of any week during which such employee receives less than 10 hours pay in ordinary time earnings:

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.

#### *5.4.3 Definitions*

- (a) "Eligible employee" means any employee who has been employed by the employer during 4 consecutive weeks and who has worked a minimum of 40 hours during that period. On completion of the above qualifying period, superannuation contributions shall be made in accordance with clause 5.4.2 retrospectively to the commencement of that period.
- (b) "Ordinary time earnings" means the actual ordinary rate of pay the employee receives for their ordinary hours of work including shift loading and leading hand allowance where applicable. Ordinary time earnings shall not include overtime, disability allowances, penalty rates, fares and travelling time allowances or any other extraneous payments of a like nature.

#### *5.4.4 For the purposes of this Award, an approved fund mean:*

- (a) Sunsuper; or
- (b) National Catholic Superannuation Fund; or
- (c) Any named fund as is agreed to between the relevant employer/Union parties to this Award and as recorded in an approved Industrial Agreement; or
- (d) In relation to any particular employer, any other scheme or fund to which that employer was already making superannuation contributions on behalf of their employees as at 1 March 1989, and which is approved under the relevant Commonwealth Occupational Superannuation legislation:

Provided that in the event of any dispute over whether any scheme or fund complies with the requirements of clause 5.4.4(d), the onus of proof shall be with the employer.

Only those established schemes or funds to which a particular employer party to this Award was actually making genuine contributions on behalf of the employees concerned as at 1 March 1989, shall be

recognised under clause 5.4.4(d). The making of contributions subsequent to 1 March 1989, shall not under any circumstances, bring a scheme or fund within the meaning of clause 5.4.4(c).

- (e) 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.
- (f) 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.
- (g) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in an Award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (h) 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 5.4.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contribution.
- (i) 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 procedure as contained in this award.

#### 5.4.5 *Operative date*

No employer shall be required to make occupational superannuation contributions for any period prior to 2 October 1989, as a result of clause 5.4.

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

#### **6.1 Hours of work**

##### 6.1.1 *Day workers*

- (a) Subject to clause 6.1.3, the ordinary hours of work for all employees shall be an average of 38 per week, to be worked on one of the following bases:
  - (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
  - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (b) The ordinary hours of work prescribed herein may be worked on not more than 5 consecutive days in a week, Monday to Friday inclusive, subject to the following:
- (c) The ordinary hours of work prescribed herein for day workers shall be worked continuously, except for meal breaks between 6.00 a.m. and 6.00 p.m.:

Provided further that 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 6.1.3.

- (d) The commencing time within the spread of hours may be altered by the employer giving at least 7 days notice to employees:

Provided the ordinary starting and finishing times of various groups of employees or individual employees may be altered or staggered subject to agreement of the employer and the majority of employees.

- (e) The ordinary hours of work prescribed herein shall not exceed 10 hours any day:

Provided that where the ordinary working hours are to exceed 8 on any day the arrangement of hours shall be subject to the agreement of the employer and the majority of employees involved.

- (f) The ordinary hours for all employees engaged on weekly hiring shall be worked according to a roster showing the starting and finishing times on each day and the surname and initials of each employee. The starting and ceasing times for a particular day of the week Monday to Friday inclusive shall be the same as from week to week. The roster shall be prepared by the employer and shall be posted in a conspicuous place or places accessible to the employees concerned. Such roster shall be alterable by mutual consent at any time or by the giving of a least 7 days' notice by the employer to the employee or employees concerned.

Provided that hours outside those specified in clause 6.1.1 may be agreed upon in writing between the employer and the relevant officer, the Union, for the purpose of suiting particular local conditions.

- (g) The ordinary working hours of shift workers shall be those prescribed by clause 6.5.

#### 6.1.2 *Working of 38 hour week*

- (a) The 38 hour week shall be worked in one of the following ways, most suitable to the particular employer, 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 of 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 6.1.2(a), 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 cycle.

- (c) Notwithstanding any other provision clause 6.1.2, 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 an agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date of which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

- (d) When the ordinary working cycle provides for a rostered day off, the rostered day off shall not fall on a public holiday, but shall be on the ordinary working day immediately before or immediately after the public holiday, or deferred in accordance with clause 6.1.2(c).

- (e) Different methods of working of the 38 hour week may apply to individual employees, groups or sections of employees in the organisation concerned.

#### 6.1.3 *Procedures for enterprise level discussions*

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

- (b) The objective of such consultation shall be to reach agreement on the method of working the 38 hour week in accordance with clause 6.1.2.

- (c) The outcome of such consultation shall be recorded in writing.

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

- (e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.
- (f) Upon giving 7 days notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising the provisions of clause 6.1.

#### 6.1.4 *Method of payment for ordinary hours of work*

Ordinary hours for all employees shall be paid on the basis of not more than 38 per week, on an averaged basis according to the work cycle, notwithstanding that in excess of 38 ordinary hours may be worked to maximise leisure time off in accordance with clause 6.1.2:

Provided also that the ordinary daily working hours prescribed by the various sections of this Award may as an alternative be as agreed between the employer and the relevant officer of the Union.

### **6.2 Meal breaks**

6.2.1 Except as hereinafter provided employees shall be entitled to a daily meal break of not less than one hour between the 4th and 6th hours from the commencement of work:

Provided that the daily meal break may be reduced to 30 minutes where mutually agreed upon in writing between the employer and the relevant officer of the Union.

6.2.2 All work done during the recognised meal break shall be paid for at the rate of double time, such payment to continue until a meal break has commenced. Such meal break shall be of the duration prescribed for the ordinary hours of work by clause 6.2.1.

6.2.3 Hot water shall be provided by the employer for meal breaks and rest pauses.

### **6.3 Rest pauses**

#### 6.3.1 *Weekly employees*

Weekly employees shall receive a rest pause of 10 minutes duration in the 1st and 2nd half of each day worked or may be combined into one 20 minute rest break. Where rest pauses are combined the working day shall be divided into 3 approximately equal periods of work.

#### 6.3.2 *Casual employees*

Casual employees who work a minimum of 4 consecutive ordinary hours but less than 8 consecutive ordinary hours on any one day shall receive a rest pause of 10 minutes' duration.

Casual employees who work a minimum of 8 consecutive ordinary hours (excluding the meal break) shall be entitled to the same rest pauses as prescribed in clause 6.3 for weekly employees.

6.3.3 Rest pauses shall be taken in the employer's time.

6.3.4 Rest pauses shall be taken at times to suit the convenience of the employer so as not to interfere with the continuity of work where continuity is necessary.

6.3.5 Where there is agreement between the employer and the relevant officer of the Union, periods of work may be rearranged so that there is less disruption to certain work by varying the times that such rest pauses may be taken.

### **6.4 Overtime**

6.4.1 All time worked in excess of 38 hours per week or 8 per day or outside the spread of ordinary working hours or outside an employee's ordinary hours of duty, shall be deemed overtime and shall, except as hereinafter provided, be paid for at the rate of time and a-half for the first 3 hours on any one day and double time thereafter:

Provided that if employees are called upon to work overtime commencing on Saturday they shall be paid at the rate of time and a-half for the first 3 hours and double time thereafter with a minimum of 2 hours work or payment therefor:

Provided further that all overtime worked by shift workers shall be paid for at the rate of double time.

- 6.4.2 All time worked on Sundays shall be paid for at double rates with a minimum of 2 hours' work or payment therefor.
- 6.4.3 Where an employee is required to work for more than 2 hours on any day beyond their ordinary finishing time, they shall be allowed a break of 30 minutes for a meal before overtime work is commenced and shall be paid the sum of \$12.10 extra as tea money in addition to overtime rates:

Provided that where the employee has been notified on the previous day that the employee would be required to work overtime the employer shall not be liable for the meal or the amount of \$12.10 in lieu.

- 6.4.4 Where the employee has provided themselves with customary meals because of receipt of notice to work such overtime, the employee shall in the event of work not being done, or ceasing before the respective meal time, be paid an allowance of \$12.10 for each meal provided.
- 6.4.5 All employees, after working 4 hours overtime, shall be entitled to another break of 30 minutes and a further allowance of \$12.10 for a meal, with a further break of 30 minutes and an allowance of \$12.10 for each additional 4 hours overtime worked thereafter.

## **6.5 Shift work**

- 6.5.1 Employees covered by this Award may be required to perform shift work under and in accordance with the provisions of clause 6.5.
- 6.5.2 "Shift work" shall mean work done by separate relays of employees working recognised hours, preceding, during or following the ordinary working hours on a regular rotating basis provided in a shift roster which shall be prepared by the employer and shall be posted in a conspicuous place or places accessible to the employees concerned.
- 6.5.3 The ordinary working hours of shift workers shall average 38 hours per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days, to be worked according to a roster agreed upon between the employer and the majority of employees. A copy of the agreed roster shall be provided to the relevant officer of the Union prior to commencement of that roster.
- 6.5.4 A shift shall consist of not more than 10 hours inclusive of crib time:

Provided that:

- (a) in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the work section or sections concerned and subject to:
- (i) proper health and monitoring procedures being introduced;
  - (ii) suitable roster arrangements being made;
  - (iii) proper supervision being provided.

(b) an employee shall not be required to work more than one shift in each 24 hour period.

- 6.5.5 The following shifts are defined for the purpose of clause 6.5:

(a) An Afternoon Shift shall be a shift finishing after 6.00 p.m. and at or before midnight.

(b) A Night Shift shall be a shift finishing after midnight and at or before 8.00 a.m.

- 6.5.6 Shift workers shall be allowed 30 minutes for crib during each shift of 8 hours to be taken by the employee at such time and in such manner as will not interfere with the continuity of work. Such crib shall be regarded as part of the employee's ordinary working time.

- 6.5.7 Where a change is made from day work to shift work at least 48 hours notice shall be given to the employee concerned before the provisions of clause 6.5, shall be applicable.

Where a change is made from shift work to day work at least 48 hours notice shall be given to the employee concerned before the provisions of clause 6.1 shall be applicable.

- 6.5.8 Where a public holiday falls on a shift worker's rostered day off, the shift worker by mutual agreement shall receive either:



- (a) an alternative day off in lieu;
- (b) an additional day's annual leave; or
- (c) an additional day's wages:

Provided that in the absence of mutual agreement, the shift worker shall receive an additional day's annual leave.

6.5.9 The minimum period for which shift work may be introduced is 3 weeks. The provisions of clause 6.5.9 shall not be applicable unless shift work is introduced for a period of at least 3 weeks.

## **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 employment, be entitled to an annual leave on full pay as follows:

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

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

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

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the annual 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, pay calculated in accordance with clause 7.1.7, for 4 or 5 weeks as the case may be and also ordinary pay for any public holiday occurring during such period of 4 or 5 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of their pay for the period of their employment in the case of a Shift Worker, and 1/12th of their pay for the period of their employment in the case of a Day Worker, calculated in accordance with clause 7.1.5.

7.1.5 In calculating a year of employment for the purposes of clause 7.1.3:

- (a) a period exceeding 3 months during which an employee has been absent on leave without pay granted by the employer is not to be taken into account;
- (b) a period during which an employee has been absent without pay and without the employer's authority, other than a period of absence not exceeding 3 months on account of illness or injury certified to by a legally qualified practitioner, is not to be taken into account.

7.1.6 If an employee and employer so agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to annual leave.

An employee who has taken in advance the whole of the annual leave that would be due at the end of a year of employment is not entitled to any further annual leave at the end of that year of employment.

An employee who has taken in advance part of the annual leave that would be due at the end of a year of employment, becomes entitled at the end of that year of employment, to the balance of the annual leave not already taken.

### *7.1.7 Calculation of annual leave pay*

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

- (a) Shift workers - Subject to clause 7.1.7(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 employees roster or projected roster, including Saturday, Sunday or public holiday shifts.
- (b) Leading hands, etc. - Subject to clause 7.1.7(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 clause 7.1.7(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
  - (i) the employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and weekend penalty rates);
  - (ii) leading hand allowance 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 7.1.7(c)(i) and (ii).
- (d) Clause 7.1.7(c) does not apply to:
  - (i) any period or periods of annual leave exceeding:
    - 5 weeks in the case of employees concerned in a calling where 3 shifts per day are worked over a period of 7 days per week; or
    - 4 weeks in any other case.
  - (ii) employers (and 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.

7.1.8 Reasonable notice of the commencement of annual leave shall be given to an employee. Where an employee is required to take annual leave as from a specific date at least 14 days' notice of such requirement shall be given to the employee.

7.1.9 Except as provided for 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.

#### 7.1.10 *Leave debits*

Leave debits will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

## **7.2 Sick leave**

### 7.2.1 *Entitlement*

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

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

(b) This entitlement will accrue at the rate of 7.6 hours sick leave after each 6 weeks of employment.

(c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked if the employee were not absent on sick leave.

(d) Sick leave may be taken for part of a day.

(e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

(f) Part-time employees accrue sick leave on a proportional basis.

### 7.2.2 *Employee must give notice*

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

### *7.2.3 Evidence supporting a claim*

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

### *7.2.4 Accumulated sick leave*

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

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

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

### *7.2.5 Workers' compensation*

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

## **7.3 Absenteeism control measures**

7.3.1 Sick Leave is unlike annual or long service leave in that it is conditional upon an employee being ill or injured to the point of being unfit for duty. It is an insurance to protect the employee and their family against hardship should they be unable to continue in their normal occupation and shall be only so utilised.

7.3.2 This procedure is designed to curtail sick leave abuse by employees who are absent from work and who are not genuinely unfit for duty and is to operate notwithstanding the provisions of clause 7.2.

7.3.3 At the end of each 3 monthly period, the employer shall review the sick leave records with a view to establishing a list of employees whose record of attendance gives cause of reasonable concern.

7.3.4 Any employee with an unsatisfactory record shall be interviewed by the employer in the presence of the relevant officer of the Union, or their nominee if the employee so requests. If the discussion in respect to the absences does not provide satisfactory reason for the absences, then a letter of warning is to be sent to the employee and a copy to the nearest relevant officer of the Union.

7.3.5 If no improvement is observed in the next period, the employee is to be again interviewed (as in clause 7.3.4 above), and if the interview results in unsatisfactory reasons being given, then a second letter of warning sent to the employee and a copy to the relevant officer of the Union also indicated proof of illness or a certificate may be required for any absence.

7.3.6 If the action under clause 7.3.5 still results in unsatisfactory attendance at work then a final warning is to be given and if this is disregarded then good grounds will have been established for termination of employment.

7.3.7 The above procedure does not operate to withdraw the employer's right to take termination action or other disciplinary action against any employee if that employee has been found guilty of filling out a false sick leave application form and claiming sick leave pay when that person was not genuinely on sick leave. That is a matter relating to fraudulent misrepresentation which may justify instant dismissal.

## **7.4 Bereavement leave**

### *7.4.1 Full-time and part-time employees*

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

### *7.4.2 Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.4.2.

#### 7.4.3 "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.

#### 7.4.4 *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.

### 7.5 Long service leave

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

### 7.6 Family leave

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

#### 7.6.1 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.

#### 7.6.2 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.

### 7.7 Public holidays

#### 7.7.1 Subject to clause 7.7.6 all work done by an 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.

#### 7.7.2 *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 of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee

shall be paid a full day's wage for that day and in addition a payment for the time actually worked by them at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.

#### 7.7.3 Annual show

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

#### 7.7.4 Double time and a-half

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

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

#### 7.7.5 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 the 1st January (New Year's Day).

#### 7.7.6 Substitution

Where there is agreement between the employer and the employee, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.7:

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

### 7.8 Jury service

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

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

No provisions inserted in this Award relevant to this Part.

## PART 9 - TRAINING AND RELATED MATTERS

### 9.1 Commitment to training

9.1.1 The parties commit themselves to continuing and upgrading the training provided to employees.

9.1.2 It is agreed that the parties will co-operate in ensuring that training is maintained and improved.

9.1.3 This training will form the basis of an enhanced career structure in the industry.

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

### **10.1 Amenities**

#### *10.1.1 Accident and sickness*

Where employees are injured seriously or fall seriously ill at their work, the employer shall provide means of getting them to the nearest hospital, or pay expenses of transmission to hospital.

Properly equipped first aid kits in suitable and secure cases shall be provided and be at all times readily available to the employees.

#### *10.1.2 Dining and dressing rooms*

Wherever practicable, provisions shall be made for allowing the employees separate and suitable places for partaking of refreshments, as required pursuant to the *Workplace Health and Safety Act 1995*.

Employees may change their apparel in the employer's time, for which 10 minutes per day shall be allowed.

### **10.2 Clothing, equipment and tools**

#### *10.2.1 Aprons*

Employees in the washhouse shall be provided with rubber-lined canvas aprons or other suitable waterproof aprons.

#### *10.2.2 Overalls and clogs*

Employees shall be provided with overalls and clogs or other footwear suitable for working in water where relevant.

### **10.3 Occupational health and safety**

The Union undertakes to positively co-operate with the employer in the provision of a health and safety programme for employees.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **Preamble**

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

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

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

#### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
  - (ii) shows their authorisation upon request.

- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

#### 11.1.3 *Inspection of records*

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

#### 11.1.4 *Discussions with employees*

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

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

#### 11.1.5 *Conduct*

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

### **11.2 Time and wages record**

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

### **11.3 Union encouragement**

#### *11.3.1 Document to be supplied by employer*

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 of the Act an employer is required to encourage 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.

#### *11.3.2 Employer's obligation*

At the point of engagement, an employer shall provide an employee with a document identify the existence of a Union encouragement clause in this Award. A copy of this specific clause is to be kept on the premises of the employer in a place readily accessible by the employee.

#### *11.3.3 Union delegates*

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

#### *11.3.4 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.

Dated 18 December 2002.

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

Operative Date: 17 February 2003