

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

METER READING EMPLOYEES' AWARD - STATE 2005

Pursuant to s. 698 of the *Industrial Relations Act 1999* Meter Reading Employees' Award - State 2005 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Meter Reading Employees' Award - State 2005 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

METER READING EMPLOYEES' AWARD - STATE 2005

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Meter Reading Employees' Award - State 2005.

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1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 7 November 2005.

1.4 Award coverage

1.4.1 This Award applies to all employees and to their respective employers, engaged in or in connection with the reading and recording of electricity, gas and water consumption, whether written or otherwise, of all domestic and commercial electricity, gas or water meters throughout the State of Queensland.

1.4.2 This Award does not apply to those employees that are employed pursuant to the provisions of one of the following Awards:

- Brisbane City Council - Construction, Maintenance and General Award 2003;
- Brisbane City Council Salaried Employees Award (federal);
- Electricity Generation, Transmission and Supply Award - State 2002;
- Gas Industry Award - State 2003;
- Local Government Employees' (Excluding Brisbane City Council) Award - State 2003;
- Local Government Officers Award - 1998 (federal);
- Local Government Officers Award - 1992 (Queensland) (federal)

1.5 Definitions

- 1.5.1 "Accrued Day Off" means all periods of overtime worked, and banked, by an employee in lieu of the payment for such overtime in accordance with clause 6.5 of this Award.
- 1.5.2 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.5.3 "Casual Employee" means an employee other than a permanent employee as defined herein who is engaged as such and is paid on an hourly basis to work no more than 24 hours in any consecutive period of 7 days.
- 1.5.4 "Classification Level" shall comprise a minimum salary rate plus a range of salary increments through which employees will be eligible to progress.
- 1.5.5 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.6 "Meter" includes all devices and systems used for the purposes of monitoring and recording the usage and consumption of electricity, gas and water, of a domestic or commercial nature, for the purposes of billing.
- 1.5.7 "Full-time Employee" means a permanent employee engaged by the employer to perform work of not less than 38 hours in any consecutive period of 7 days.
- 1.5.8 "Non-working Day" means a day for which the employee is not rostered to work, but does not mean an accrued day off.
- 1.5.9 "Part-time Employee" means a permanent employee other than a "casual employee" as defined herein, who is engaged to work between 16 and 64 hours on a regular basis in any consecutive period of 14 days, and whose working hours are worked continuously inclusive or exclusive of meal times according to operational requirements.
- 1.5.10 "Permanent Employee" means a part-time employee and full-time employee as defined herein.
- 1.5.11 "Union" means The Australian Workers' Union of Employees, Queensland.

1.6 Area of operation

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

1.6.1 Divisions

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

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

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

1.6.2 Districts

(a) Northern Division:

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

Western District - The remainder of the Northern Division.

(b) Southern Division:

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

1.8 Pre-existing conditions

No employee will suffer a reduction in wages for ordinary hours of work in the course of the employee's normal duties as a result of this Award coming into operation.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

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

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 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 listed 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 a Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 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 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.

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

4.1 Employment categories

4.1.1 Employees shall be engaged either as full-time, part-time or casual. Employees may be engaged on a fixed term basis.

Every employee, upon engagement by the employer, shall be advised in writing as to the nature of the employment, the ordinary hours of duty, the rate of pay and date of appointment.

4.1.2 Casual employees

(a) Casual employees shall be employed by the hour and paid by the week provided that any such employee may agree for payment to be made at intervals less than, or greater than, a week. Clause 4.1.2 does not have the effect of permitting piecework payments to be made to casual employees.

(b) Casual employment may be terminated by either party at any time with the giving of one hour's notice.

4.1.3 Part-time employees

(a) An employer may employ part-time employees in any classification in this Award.

(b) A Part-time Employee is an employee who:

(i) is employed for not less than 7.6 hours per day and for not more than 32 ordinary hours per week; and

(ii) works on no more than 5 days of the week, being Monday to Sunday; and

(iii) has reasonably predictable hours of work; and

(iv) receives, on a proportionate basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

(c) At the time of engagement, the employer and the employee will agree in writing on the number of ordinary hours per week and the normal rostering arrangements.

(d) The agreed number of ordinary hours per week may only be varied by mutual agreement. Any such agreed variation to the number of weekly hours of work will be recorded in writing.

(e) Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work for full-time employees as detailed in Part 6 of this Award, unless otherwise mutually agreed.

(f) An employer is required to roster a part-time employee for a minimum of 4 consecutive hours on any shift.

(g) All time worked in excess of the rostered hours as mutually arranged in accordance with clause 4.1.3(c) will be overtime and paid for at the rates prescribed in clause 6.4.

(h) A regular part-time employee employed under the provisions of clause 4.1.3 must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

(i) Where a public holiday falls on a day upon which an employee is normally engaged, that employee shall be paid the appropriate rate for the number of hours normally worked on that day.

(j) Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa, on a permanent basis or for a specified period of time. If such an employee transfers from full-time to part-time (*or vice-versa*), all accrued Award and legislative entitlements shall be

maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

- (k) All other provisions of this Award relevant to full-time employees shall apply to part-time employees.

4.2 Anti-discrimination

4.2.1 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 varied from time to time, which includes:

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

4.2.2 Accordingly in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, the parties to the Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.2.3 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.

4.2.4 Nothing in clause 4.2 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 organization, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.3 Termination of employment

4.3.1 *Statement of employment*

The 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.

4.3.2 *Termination by employer*

- (a) In order to terminate the employment of an employee the employer shall give the following notice:

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

- (b) In addition to the notice in clause 4.3.2(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, 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 ordinary time rate of pay for the employee concerned shall be used.

- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justified instant dismissal, or in the case of casual or seasonal employees, or to employees on daily hire, or employees engaged for a specific period of time or for a specific task or tasks.

4.3.3 *Notice of termination by employee*

To terminate the contract of employment a full-time or part-time employee must give at least one week's notice or forfeit a week's pay in lieu thereof.

4.4 **Introduction of changes**

4.4.1 *Employer's duty to notify*

- (a) Where an employer has made a definite decision to introduce major 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 their Union or Unions.
- (b) "Significant effects" include 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 this Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.4.2 *Employer's duty to discuss change*

- (a) The employer shall discuss with the employees affected and their Union or Unions, inter alia, the introduction of the changes referred to, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 4.4.1.
- (c) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

4.5 **Redundancy**

4.5.1 *Discussions before terminations*

- (a) Where an employer has made a definite decision that he/she 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 hold discussions with the employees directly affected and where relevant, their Union or Unions.
- (b) The discussions shall take place as soon as it is practicable after the employer has made a definite decision which will invoke clause 4.5.1, and shall cover inter alia, the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate the adverse effects of any terminations of the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.5.2 *Transfer to lower paid duties*

Where an employee is transferred to other duties for reasons set out in clause 4.5.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if their employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice

still owing.

4.5.3 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.5.1, 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.

4.5.4 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.5.1 the employer shall notify Centrelink thereof as soon as possible giving relevant information including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

4.5.5 *Severance pay*

In addition to the period of notice prescribed for ordinary termination in clause 4.3.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.5.1 shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay
1 year or less	nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

"Weeks' Pay" means the ordinary time rate of pay for the employee concerned.

4.5.6 *Superannuation benefits*

Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme, such employee shall only receive under clause 4.5.5 the difference between the severance pay specified in that clause and the amount of the superannuation benefit such employee receives which is attributable to employer contributions only. If this superannuation benefit is greater than the amount due under clause 4.5.5 then the employee shall receive no payment under that clause.

4.5.7 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.5.1 may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under clause 4.5 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.

4.5.8 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

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

Clause 4.5 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.

4.5.10 *Employees exempted*

Clause 4.5 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee;
- (b) to employees engaged for a specific period of time or for a specified task or tasks; or
- (c) to casual employees.

4.5.11 *Employers exempted*

Subject to an order of the Commission, in a particular redundancy case, clause 4.5 shall not apply to employers who employ less than 15 people.

4.5.12 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Definition of classifications

5.1.1 *Level 1 - Probationary Meter Reader*

Employees at this level may have limited relevant experience. Initially work is performed under close supervision and later under routine supervision with intermittent checking. Employees are responsible and accountable for their own work within established work procedures. Employees will be classified at this level throughout their probation period.

5.1.2 *Level 2 - Meter Reader*

Employees at this level will have successfully completed their probation period. Under supervision they are able to perform the complete range of meter reading activities listed under Level 3. While they are responsible for their own work, they may be required to report regularly to a Team Leader. They will be entitled to progress to Level 3 after successfully completing 2 separate performance reviews 4 months apart, which may be conducted in a shorter timeframe by agreement with their Team Leader.

5.1.3 *Level 3 - Senior Meter Reader*

Employees at this level are required to work under minimal supervision. They are responsible for their own work and are expected to use their initiative and discretion to complete tasks at hand. A Level 3 employee will be expected to perform the following:

- (a) operate vehicles and equipment as necessary;
- (b) perform meter reading activities as directed;
- (c) operate meter reading PCs as necessary;
- (d) undertake other duties as directed, which are within the limits of the employees' skill, competence and training;
- (e) relate to customers professionally;
- (f) complete all relevant documentation accurately and on time;
- (g) work safely and maintain respect for all individuals;
- (h) utilise and maintain all equipment supplied in accordance with the "employer's" operational policies and maintenance guidelines.

5.1.4 *Team Leader*

These employees are required to supervise and train other employees. They are responsible for their own work and that of those employees under their supervision. Extensive knowledge of the industry is necessary. In addition to the work outlined in the above levels, a Level 4 employee will be expected to perform the following:

- (a) train and monitor Level 1, Level 2 and Level 3 employees;
- (b) provide remedial assistance to other employees as necessary;

- (c) operate as a multi-skilled employee within the limits of the employee's skill, competence and training;
- (d) provide supervision to Level 1, Level 2 and Level 3 operations employees on either a regular or project basis;
- (e) completely perform all Level 1, Level 2 and Level 3 duties and all other duties as directed.

5.1.5 Progression

Progression between Level 1, Level 2 and Level 3 will be automatic subject to the employee meeting the specified competency standards and completing satisfactory performance reviews.

Progression between Level 3 and Level 4 is dependent upon the operational requirements of the employer's undertaking at the relevant time.

5.2 Wage rates

5.2.1 The minimum weekly rate of wages for full-time adult employees shall be as follows:

Classification	Weekly rate of pay \$
Level 1 - Probationary Meter Reader	598.70
Level 2 - Meter Reader	656.60
Level 3 - Senior Meter Reader	694.20
Team Leader	747.30

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

5.2.2 A casual employee shall be paid 23% in addition to the ordinary hourly rate (weekly rate of pay divided by 38) for the class of work upon which the said employee is engaged. Each daily engagement shall stand alone, with a minimum payment as for 2 hours work made in respect of each engagement.

5.3 Allowances

5.3.1 *All purpose allowance* - In addition to their ordinary weekly wage, all employees shall be paid an allowance at the rate of 56.4c per hour to compensate for the following disabilities:

- (a) climatic conditions where working in the open on all types of work;
- (c) the physical disadvantages of having to climb stairs or hilly ground;
- (c) sloppy or muddy conditions;
- (d) dirty conditions;
- (e) the lack of usual amenities;
- (f) working in or upon dangerous premises;
- (g) all other present disabilities not specifically compensated or allowed for by any other provision of this Award.

5.3.2 *First aid allowance* - Where an employee, who holds a current and appropriate first aid certificate, is appointed by the employer as a first aid attendant they shall be paid at the rate of \$11.60 per week in addition to their ordinary rates.

5.3.3 *Higher duties allowance* - Employees engaged in duties carrying a higher rate than their ordinary classification for more than 4 hours of one day, shall be paid at the higher rate for the whole day or shift.

Employees engaged in duties carrying a higher rate than their ordinary classification for less than 4 hours of one day, shall be paid at the higher rate for 4 hours.

- 5.3.4 *Laundry allowance* - Where employees are required to wear uniforms, such uniforms shall be supplied, maintained and laundered at the employer's expense, and shall remain the property of the employer:

Provided that where, by mutual agreement, an employee launders such items of clothing, such employee shall be paid an allowance of \$1.35 per week on that account.

- 5.3.5 *Vehicle allowance* - Where an employee is required to use their own vehicle in the performance of work, such employee shall receive the following allowance:

Class of vehicle	Allowance
Bicycle	\$3.75 per week
Motor Cycle	22.6c per kilometre
Car up to 1.5 litres	30c per kilometre
Car over 1.5 litres and up to 2.5 litres	35c per kilometre
Car over 2.5 litres	40c per kilometre

- 5.3.6 *Wet weather allowance* - In addition to the disability allowance prescribed at clause 5.3.1, suitable waterproof clothing shall be provided by the employer to employees who are required to work in the rain.

Despite the provision of waterproof clothing by the employer, should an employee's clothing become drenched in the performance of work, the employee shall be paid at double time rates until such time as they are able to change into dry clothing or finish work, whichever is the sooner.

- 5.3.7 *Accommodation allowance*

- (a) Employees who are required to remain away from home overnight shall be supplied with suitable board and accommodation. Employees who, with the approval of the employer, assume responsibility for provision of their own board and accommodation whilst away from home in accordance with their employer's directions, shall be paid \$264.40 per week of 7 days or \$37.80 for each overnight absence.

When employees return home for a week-end or part of a week-end and do not absent themselves from the job for any of the ordinary working hours, no reduction of the allowance in clause 5.3.7 shall be made.

- (b) Employees who are supplied with suitable board and accommodation in terms of clause 5.3.7(a) shall be paid by the employer each week/fortnight, an allowance as determined administratively from time to time, for "out of pocket" expenses. This allowance is not payable if employees assume responsibility for provision of their own board and accommodation pursuant to clause 5.3.7(a).

- 5.3.8 *Fares and travelling allowance*

- (a) When employees are required to travel by rail, first class fares shall be provided by the employer:

Provided that sleeping berths, if available, shall also be supplied where employees are required to travel at night.

- (b) When the duties of employees necessitate their travelling outside ordinary hours of duty, they shall be paid ordinary rates of pay for the time spent in travelling before the usual starting time and/or after the usual ceasing time:

Provided that the maximum number of hours actually spent in travelling to be paid for shall be 12 per day:

Provided further that actual time travelling on Sundays and holidays shall be paid for at time and a-half the ordinary rate.

- (c) Where employees provide their own vehicles and the vehicles are necessary for the proper discharge of their duties and their use is authorised by the employer, such employees shall be paid an allowance as specified at clause 5.3.5.

- 5.3.9 *Divisional parities*

- (a) Northern allowance - All employees covered by this Award employed in the Northern Division will be paid 2.76c per hour or \$1.05 per week in the case of adults over and above the wages prescribed in this Award.

- (b) Mackay allowance - All employees covered by this Award employed in the Mackay Division will be paid 2.37c per hour or 90c per week in the case of adults over and above the wages prescribed in this Award.
- (c) Western allowance - In addition to the wages set out in this Award, the following Western allowance will be paid to employees in the Western District of the Southern Division:

	Per week
	\$
Adults:	1.05

In addition to the wages set out in this Award the following Western allowance will be paid to employees in the Western District of the Northern Division:

	Per week
	\$
Adults:	2.20

5.4 Superannuation

5.4.1 *Superannuation legislation* - The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993* (collectively the superannuation legislation). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

5.4.2 *Definitions* - For the purposes of clause 5.4, the following definitions shall apply:

"Fund" means a complying superannuation fund as that term is used in the superannuation legislation.

"Ordinary time earnings" means the relevant award classification rate, overaward payments and shift work loadings (where relevant).

5.4.3 *Employee contributions* - An employer must, in accordance with the governing rules of the relevant fund, make such superannuation contributions for the benefit of an employee as will avoid the employer being required to pay superannuation guarantee charge under the superannuation legislation with respect to that employee. For the purposes of the superannuation legislation, an employee's ordinary time earnings are intended to provide that employee's notional earning base.

5.4.4 *Voluntary employee contributions* - Subject to the governing rules of the relevant fund, an employee who wishes to make contributions to the fund may either forward their own contribution directly to the fund administrators or authorise the employer to pay into the fund from the employee's wages, amounts specified by the employee.

The amount of contributions shall be expressed in whole dollars.

An employee shall have the right to adjust the level of contribution made on their own behalf from the first of the month following the giving of 3 months' written notice to the employer.

Contributions deducted under this clause shall be forwarded to the fund at the same time as contributions under clause 5.4.3.

5.4.5 *Superannuation fund* - An employer must, in accordance with the governing rules of the relevant fund, make superannuation contributions to any of the following funds:

- (a) Sunsuper; or
- (b) any fund agreed between the Union and an employer respondent to this Award.

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

6.1 Hours of work

6.1.1 The ordinary hours of work for all employees shall be an average 38 hours 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.

6.1.2 The ordinary hours of work shall be performed between the daily spread of hours of 6.00 a.m. to 6.00 p.m. on a Monday to Friday basis.

6.1.3 Employees shall be allowed a break of not less than 10 hours between the termination of one shift and the commencement of another shift.

6.2 Starting and finishing times

6.2.1 Employees starting and finishing times may be altered to suit operational requirements, geographic, safety, climatic or traffic conditions by the employer with the agreement of the secretary of the Union. Any such altered starting and finishing time shall not invoke penalty payment that would not be payable if the Award spread of hours were observed.

6.3 Weekend work

6.3.1 All time worked that is not overtime in accordance with clause 6.4 between midnight Friday and midnight Saturday shall be paid for at the rate of one and a-half times the ordinary rate and between midnight Saturday and midnight Sunday shall be paid for at double time.

6.4 Overtime

6.4.1 Overtime, that is authorised time worked outside the ordinary starting and ceasing times or in excess of the ordinary hours of duty shall be paid for at the rate of time and one-half for the first 3 hours and double time thereafter, with a minimum payment as for 2 hours.

6.4.2 Overtime shall be calculated to the nearest quarter of an hour in the total amount of time in respect to which overtime is claimed by an employee.

6.5 Accrued days off

6.5.1 An employee shall, at the employee's option, be granted time off at a mutually convenient time equivalent to the number of hours worked in lieu of payment for such overtime:

Provided that overtime taken on a time in lieu basis shall be taken in periods mutually agreed between the employer and the employee, and at least on one occasion per calendar month.

6.6 Overtime on weekends and accrued days off

6.6.1 All overtime worked on Saturday shall be paid for at the rate of time and one-half for the first 3 hours worked, and double time thereafter.

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

6.6.3 A minimum payment of 2 hours shall apply to all overtime worked on a Saturday or Sunday:

Provided that such minimum payment shall not apply where such overtime is performed immediately preceding and/or following an ordinary rostered shift.

6.6.4 An employee directed to work overtime on the employee's accrued day off during a work cycle shall be paid at the rate of time and one-half for the first 3 hours worked and double time thereafter with a minimum payment of 2 hours.

6.7 Overtime during meal breaks

6.7.1 Where an employee is directed to work during an unpaid meal break, and where the meal break is unable to be rescheduled within the span of hours, the employee concerned shall be paid for the time so worked.

6.8 Meal break

6.8.1 All employees (including part-time and casual employees) who work more than 51/2 continuous ordinary hours on any one day shall be allowed a minimum of 30 minutes for a meal break to be taken between the 3rd and 6th hours from commencement of duty.

6.8.2 An employee who is required to work overtime for more than 2 hours after the ordinary ceasing time or for more than one hour continuing beyond 6.00 p.m. shall be provided with an adequate meal at the employer's expense or paid a meal allowance of \$7.85 in lieu of the provision of such meal.

6.9 Rest pauses

6.9.1 Where practicable, all employees (including part-time and casual employees) who work at least 6 continuous ordinary hours shall be entitled to a pause/s totalling 20 minutes per day to be taken at times to suit the operational requirements as determined by the employer:

Provided that where at least 4 continuous ordinary hours are worked the entitlement shall be 10 minutes.

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 4 weeks.

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 7.1.6) shall be paid by the employer in advance.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to the employee, the employee's pay calculated in accordance with clause 7.1.6 for 4 weeks and also the employee's ordinary pay for any public holidays occurring during such period of 4 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to the employee, an amount of 1/12th of the employee's pay for the period of employment calculated in accordance with clause 7.1.6.

7.1.5 Part-time employees shall be entitled to *pro-rata* annual leave based upon the number of hours worked per week in the preceding year of employment.

7.1.6 Calculation of annual leave pay - Annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) All employees - 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 clause 5.2 of this Award for the period of the annual leave;
 - (ii) supervisory allowances or amounts of a like nature;
 - (iii) a further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.6(a)(i) and 7.1.6(a)(ii).

7.2 Sick leave

7.2.1 Entitlement

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

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

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

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

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

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

7.2.2 *Employee must give notice*

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

7.2.3 *Evidence supporting a claim*

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

7.2.4 *Accumulated sick leave*

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

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

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

7.2.5 *Workers' compensation*

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

7.3 Family leave

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

7.3.1 It is to be noted that:

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

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

- (a) maternity leave;
- (b) parental leave;
- (c) adoption leave;
- (d) special responsibility leave for the care and support of the employee's immediate family or household.

7.4 Long service leave

7.4.1 All employees covered by this Award shall be 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 amended from time to time.

7.5 Bereavement leave

7.5.1 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.

7.5.2 *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 7.5.2.

7.5.3 "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.

7.5.4 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.

7.6 Public holidays

7.6.1 An employee other than a casual employee shall be entitled to a holiday without deduction of pay on any day gazetted as a public holiday under the *Holidays Act 1983* or any substituted day in the district in which the employee works for the following days, where rostered and not required to perform any duties:

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

7.6.2 Labour day

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

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

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

7.6.4 Holidays in lieu

Subject to the provisions of the *Holidays Act 1983* as amended the following shall apply:

- (a) when Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December;
- (b) when Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December;.
- (c) when New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday:

Provided that:

a full-time employee is only entitled to leave on either the "actual" day or the substitute day, but not both. A full-time employee who works on a Saturday or Sunday when substitution is prescribed shall be paid the normal Saturday or Sunday rate for work performed on the "actual" day, save that when the "actual" day is Christmas Day the employee should receive a loading of one half of an ordinary day's wages; or

where a part-time employee's roster includes a Saturday or Sunday which would be a prescribed holiday (the day on which the holiday falls), but for the substitution of an alternative day such employee shall not lose a holiday because of the substitution, but shall not be accorded holidays or pay in lieu in respect of both the 'actual' and substitution days, e.g. the employee would be paid public holiday rates on the day the holiday falls, not on the substituted day as well; or

casual employees employed on the "actual" day of prescribed holidays should be paid at the relevant holiday rate (exclusive of any augmentation of casual loading) and be paid the normal rate of pay for the substituted day.

7.6.5 Holiday on a non-working day or an accrued day off

- (a) A full-time employee whose non-working day falls on a public holiday shall receive by mutual agreement either:
- (i) another day off in lieu; or
 - (ii) an addition of one day to annual leave; or
 - (iii) an additional day's wage:

Provided that the above shall not apply to Anzac Day and Easter Saturday.

- (b) A full-time employee whose accrued day off falls on a public holiday shall receive by mutual agreement either:
- (i) another day off in lieu; or
 - (ii) an addition of one day to annual leave; or
 - (iii) an additional day's wages.

A full-time or part-time employee shall be entitled to the above provisions where the employee works an alternating roster and the public holiday falls on a day on which the employee works in any week of their roster cycle.

7.7 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 Vehicle requirements

- 8.1.1 All employees required to use a vehicle in the performance of work subject to this Award, whether their own vehicle or one provided to them by the employer, shall be provided by the employer with the following:
- (a) a suitable first aid kit including insect repellent and sunscreen; and
 - (b) a relevant street directory for the geographical area of operation concerned.
- 8.1.2 It shall at all times be the responsibility of the employer to ensure that first aid kits and street directories referred to in clause 8.1.1 are maintained

PART 9 - TRAINING AND RELATED MATTERS

No provision inserted in this Award relevant to this Part.

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

10.1 Uniforms

- 10.1.1 It shall be the responsibility of the employer to provide to each employee upon commencement of employment a uniform consisting of the following articles of clothing:
- (a) 5 light cotton, long sleeved, collared shirts;
 - (b) 5 pairs of standard issue long pants;
 - (c) 5 pairs of shorts (optional, and to be provided upon request);
 - (d) one pair of approved walking boots;
 - (e) one broad-brimmed hat.
- 10.1.2 It shall be a condition of issue and of employment that the uniform shall be worn by an employee whilst performing work subject to this Award.
- 10.1.3 Subject to fair wear and tear, it shall be the responsibility of every employee to replace lost uniform items. Re-issue of uniforms shall be on the basis of fair wear and tear provided that the worn out item/s of clothing is produced for replacement.
- 10.1.4 An employee who resigns within 3 months from the date of commencement of employment may have the *pro rata* costs of the uniform provided withheld from the employee's final pay.
- 10.1.5 The uniform provided to each employee must be designed in such a fashion as to readily identify the employee as an employee performing meter reading duties subject to this Award.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:

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

11.1.3 *Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that 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 Posting of Award

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

11.4 Union encouragement

Preamble.

Clause 11.4 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

11.4.1 Documentation to be provided by employer

At the point of engagement, the employer 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.

11.4.2 Union delegates

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

11.4.3 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.

Dated 2 November 2005.

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

Operative Date: 7 November 2005
Released: