

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**OIL STORES EMPLOYEES' AWARD - SOUTHERN  
DIVISION (EASTERN DISTRICT) 2003**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Oil Stores Employees' Award - Southern Division (Eastern District) 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 Oil Stores Employees' Award - Southern Division (Eastern District) 2003 as at 1 September 2010.

Dated 1 November 2010.

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

**OIL STORES EMPLOYEES' AWARD - SOUTHERN  
DIVISION (EASTERN DISTRICT) 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Oil Stores Employees' Award - Southern Division (Eastern District) 2003.

**1.2 Arrangement**

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### 1.3 Date of operation

This Award takes effect from 6 October 2003.

### 1.4 Coverage

This Award applies to all employees (other than those who are covered by any other Award or Industrial Agreement) employed in all Oil Stores or Oil Depots, and employees engaged in or in connection with the work of re-fuelling flying boats in the Eastern District of the Southern Division.

### 1.5 Definitions

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

1.5.2 "Afternoon Shift" means any shift finishing after 6 p.m. and at or before midnight.

1.5.3 "Commission" means the Queensland Industrial Relations Commission.

- 1.5.4 "Confined Space" means a working space, the dimensions of which necessitates an employee working in a stooped or otherwise cramped position, or without proper ventilation, or where confinement within a limited space is productive of unusual discomfort.
- 1.5.5 "Continuous Work" means work carried on with consecutive shifts of workers throughout the 24 hours of at least 6 consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- 1.5.6 "Dirty Work" means handling the following substances, other than in closed containers: Agrol, fuller's earth, sulphuric acid, graphite, aluminium stearate, filling and handling lime sulphur, also, subject to clause 1.5.6, other work which a foreperson and a worker shall agree is of an unusually dirty or offensive nature. The normal handling of materials used in the Oil Industry other than those listed above shall not be regarded as work of an unusually dirty or offensive nature.
- 1.5.7 A "Leading Hand" means an employee who:
- (a) is in charge of one or 2 employees;
  - (b) is in charge of a store;
  - (c) is in charge of 3 or more employees.
- 1.5.8 "Night Shift" means any shift finishing subsequent to midnight and at or before 8 a.m.
- 1.5.9 "Rostered Shift" means a shift of which the employee concerned has had at least 48 hours' notice.
- 1.5.10 "Union" means the National Union of Workers Industrial Union of Employees Queensland.

## **1.6 Area of operation**

The Eastern District of the Southern Division Comprises that portion of the State of Queensland within the following boundaries:

- Commencing at the junction of the sea-coast with the southern border of the State;
- then by the southern border of the State westerly to 150 degrees of east longitude;
- 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 22 degrees of south latitude;
- then by that parallel of latitude due east to the sea-coast; and
- then by the sea-coast southerly to the point of commencement.

## **1.7 Parties bound**

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

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise Flexibility**

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in terms of clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

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

- 3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.
- 3.1.2 At each plant or enterprise, an employer, the employees and their relevant Union commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of the plant or enterprise. Measures raised by the employer, employees or Union for consideration consistent with the objectives of clause 3.1.1 shall be processed through that consultative mechanism and procedures.
- 3.1.3 The parties believe that employee involvement offers an opportunity to improve the quality of the working life of all employees, the quality of management, the quality of the goods produced and hence, the strength and security of the workplace. Consequently, management makes a firm commitment to the principles and practices of information sharing and employee involvement. In order to demonstrate this commitment, the employer undertakes:
- (a) to make every effort to ensure that employees receive adequate information about the employer's operations. It is intended that, as a result, employees will have greater awareness of the employer's objectives and future plans, its interaction with suppliers and clients, and a greater appreciation of the problems faced by the employer;
  - (b) to develop a more effective communication system to improve the flow of information between all levels of the workplace i.e. from management to the workforce and from the workforce to the management, and
  - (c) to encourage employee involvement in issues which may affect the quality of working life, changes in work methods, the way in which work is performed and the like.
- 3.1.4 *Utilisation of production time* - The parties agree that in order to ensure the continuous operation of the employer's activities, non-award staff will be used to cover period of lunch, morning and afternoon breaks. Non-award staff will also be used to assist during period of high workload or absenteeism.
- 3.1.5 *Elimination of unproductive work patterns* - The staff and employees undertake to reduce, with a view to eliminating, all wasteful practices within the workplace. These shall include, but shall not be limited to, the elimination of practices relating to the inefficient usage of:
- (a) Material:
    - Air
    - Water
    - Power
    - Base oils
    - Additives
    - Repackaging
- All employees, both award and non-award undertake to identify ways in which wasteful practices can be reduced, and procedures will be established to assist this task. The parties recognise the ongoing nature of this task. Accordingly, a review of these procedures will take 6 months after implementation of this agreement. Progress will be reviewed at 6 monthly intervals thereafter.
- (b) Time:

On all occasions employees will be at their designated work stations ready to commence work at the designated times. For all breaks during the working day there will be no extra time allocated for walking, hand washing or washing up.
- 3.1.6 *Safety awareness* - All parties recognise the importance of maintaining a safe working environment. Accordingly, the employer undertakes to provide the opportunity for employees to undergo safety training where such training is considered appropriate. All employees, both award and non-award, recognise that the employer requires them to identify any opportunities which could improve the safety awareness of the workforce, and the overall safety of the employer's processes. All parties to this Award will make every effort to ensure the effective rehabilitation of employees who are unable to perform their normal duties because of injuries sustained in the workplace.
- 3.1.7 *Union meetings* - All Union meetings will be notified to management prior to their occurrence and wherever possible they will be arranged so that production time is not lost. Union meetings held during working hours will not be paid time.

## **3.2 Grievance and dispute settling procedures**

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

- 3.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.5.
- 3.2.4 If the grievance or dispute is still unresolved after discussions listed in clause 3.2.2, the matter shall, in the case of a member of the Union, be reported to the relevant officer of the Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.
- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.2.9 Any Order or Decision of the Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

##### **4.1 Employment categories**

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

##### **4.2 Casual employment**

- 4.2.1 A casual employee shall be one whose period of engagement is less than 2 weeks.
- 4.2.2 An employer when engaging a person for casual employment shall inform the person then and there that that person is to be employed as a casual.
- 4.2.3 Casual employees who begin work shall receive a minimum payment as for 4 hours at the prescribed hourly rate:

Provided that where the employment of the casual employee is terminated by the employer for incompetence, disobedience or misconduct, or by the employee, payment shall be made only for the work done up to the time of such termination.

- 4.2.4 If a casual employee reports for work at a time stipulated by the employer and work is not available within 30 minutes of that time, the employee shall be paid ordinary casual rates from the said stipulated starting time with a minimum as for 4 hours.
- 4.2.5 If a casual employee is instructed to report for work and upon reporting the employee's services are not required the employee shall be paid for 4 hours at casual rates.
- 4.2.6 Casual employees shall be paid 23 % in addition to the rates prescribed in clause 5.2.1.

### **4.3 Incidental and peripheral tasks**

- 4.3.1 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.
- 4.3.2 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 (where relevant).
- 4.3.3 Any direction issued by an employer pursuant to clause 4.3.1 and 4.3.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- 4.3.4 Incidental duties shall include, without being limited to, the following:
  - (a) Routine checking of the quality of work they perform. This may involve random weighing of packaged products, checking that package products are correctly labelled and that cartons are correctly sealed.
  - (b) Taking the steps necessary to correct quality problems or notify supervisors of any quality defect observed.
  - (c) Providing assistance to the maintenance staff in minor repairs and adjustments to machinery or vehicles suspected of producing defective products.
  - (d) Performing routine maintenance of equipment to which an employee has been assigned. This may involve minor preventative maintenance and incidental corrective maintenance under instructions from a supervisor or maintenance staff.
  - (e) Members of the Union may load or unload or assist in loading or unloading vehicles with petroleum products when required by the employer.

### **4.4 Trainees**

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

### **4.5 Anti-discrimination**

- 4.5.1 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 the above attributes;
  - (b) sexual harassment; and
  - (c) racial and religious vilification.
- 4.5.2 Accordingly in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.2, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.5.3 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.
- 4.5.4 Nothing in clause 4.5 is to be taken to affect:

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

#### **4.6 Termination of employment**

##### *4.6.1 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.

##### *4.6.2 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 4.6.2(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 clause 4.6.2(a) shall not apply in the case of dismissal for misconduct or other grounds that justify 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.

##### *4.6.3 Notice of termination by employee*

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

##### *4.6.4 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.

#### **4.7 Continuity of service - transfer of calling**

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

### **PART 5 - WAGES AND WAGE RELATED MATTERS**

#### **5.1 Definition of classifications**

"Storeworker and Packer" shall mean every employee engaged in the work of receiving, stacking, storing, packing, delivering or handling in any way whatsoever petroleum products, equipment or other merchandise sold, used or employed in connection with a petroleum merchant's business, including the painting and stenciling of drums and/or packages by brush and/or spray gun.

## 5.2 Wages

### 5.2.1 Adults

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

	Per week
	\$
Storeworkers and packers	650.10

Note 2: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

### 5.2.2 Juniors

The minimum rates of wages payable to juniors shall be calculated as follows:

	Percentage of minimum rate
	%
Under 16 years of age	45
16 and under 17 years of age	50
17 and under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	75
20 and under 21 years of age	85

and thereafter the minimum rates payable under clause 5.2.1

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.

Youths to get adult rates - Any youth called upon to stack full cases more than one metre high, to stack barrels or to lift any weight over 51kgs, shall be classed as an adult and entitled to receive the adult rate of pay whilst so engaged.

## 5.3 Allowances

5.3.1 Leading Hands as defined in clause 1.5.7 shall be paid the following additional amounts:

- (a) \$5.90 per week;
- (b) \$14.80 per week;
- (c) \$14.80 per week.

5.3.2 Employees engaged in stencilling or painting drums and/or packages by means of a spray gun shall be paid \$1.631 per hour whilst so engaged.

5.3.3 An allowance of 83.1 cents per hour shall be paid to employees under the following circumstances:

- (a) When not more than 2 storeworkers and packers are employed for more than half-an-hour handling or rolling barrels or drums weighing over 680kgs.
- (b) Confined Space - Employees working in a Confined Space as defined in clause 1.5.4.
- (c) Dirty Work - Employees performing Dirty Work, as defined in clause 1.5.6. This shall not apply where employees are provided with overalls under provisions of clause 10.2.2.
- (d) Other allowances inclusive of the following:



- (i) Cleaning a white product tank not necessitating the use of a respirator.
  - (ii) Jobs requiring the use of a respirator of a type which has an air supply hose and chest canister attached.
  - (iii) Jobs requiring the use of a blower type respirator, payment to be made to all members of the team operating the equipment up to 3 in number provided each takes their turn inside the tank.
  - (iv) Cleaning a black oil tank, lubricating oil tank, bitumen tank, the inside of rail tank cars, motor vehicle tanks and tanks on waterborne craft.
  - (v) Cleaning or scraping inside the gas or water space of any boiler or flue or column.
- (e) Employees carrying heavy packages - Employees engaged in carrying packages over 55 kg in weight without mechanical contrivances, or carrying goods over 50 kg in weight on a plank or handling cement in bags, shall be paid 32.8c per hour extra while so doing, with a minimum payment of 65.6c.

#### 5.3.4 *Meal allowance*

An employee required to continue to work overtime for more than one hour after the employee's usual ceasing time shall either be supplied with a meal by the employer or be paid \$9.60 for a meal.

#### 5.3.5 *First aid allowance*

A competent first aid person shall be paid \$8.00 per week in addition to the employee's wages.

### **5.4 Payment of wages**

- 5.4.1 All wages up to the ordinary ceasing time on Friday (including overtime to 5 p.m. Thursday) shall be paid on Friday of each week, provided the casual employees shall be paid within one hour of their services being dispensed with.
- 5.4.2 All wages shall be paid in the employer's time where employees are working or time allowed employees to travel where payments are being made. If any employee is kept waiting over 15 minutes for their pay ordinary time is to continue until such time as payment is made, provided that no such payment shall be for less than one half hour. Such penalty shall not apply if the Union is satisfied that the delay was beyond the employer's control.
- 5.4.3 An employer and an employee may agree that wages due may be paid by cheque or into a Bank account nominated by the employee.

### **5.5 Superannuation**

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

#### 5.5.2 *Contributions*

- (a) Amount - 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%.

- (b) Regular Payment - The employer shall pay such contributions to the credit of each such employee at least once each calendar month or in accordance with the requirements of the Approved Fund Trust Deed.
- (c) Minimum level of earnings - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.
- (d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.
- (e) Other Contributions - Nothing in clause 5.5 shall preclude an employee from making contributions to a Fund in accordance with clause 5.5.

- (f) Cessation of Contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No Other Deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the Fund other than the remission of contributions as prescribed herein.

### 5.5.3 Definitions

- (a) "Approved Fund" means a Fund approved for the purposes of this Award by the Commission as one to which Occupational Superannuation contributions may be made by an employer on behalf of an employee, as required by this Award. Such approved Fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" shall mean any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.5.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a Superannuation Fund satisfying the Commonwealth legislation for superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under that Act. In the case of a newly established Fund, the term shall include a Superannuation Fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary time earnings" shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading, skill allowances and supervisory allowances where applicable. The term includes any overaward payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

### 5.5.4 For the purposes of this Award, an Approved Fund shall be:

- (a) (i) The Labour Union Co-Operative Retirement Fund - L.U.C.R.F.
  - (ii) Sunsuper
- (b) Any named Fund as is agreed to between the relevant employer/Union parties to this Award and as recorded in an approved Industrial Agreement.
- (c) In the case of a minority group of employees of a particular employer, any Industry, Multi-Industry or other Fund which has been approved in an award or an agreement approved by an Industrial Tribunal whether State or Federal jurisdiction and already had practical application to the majority of award employees of that employer.
- (d) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to 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.
- (e) Any Fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a Fund cited in this Award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (f) In relation to any particular employer, any other established Fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.5.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contribution.
- (g) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
  - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
  - (ii) A person must not coerce someone else to make an agreement.

- (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (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 in clause 3.2.

#### 5.5.5 *Challenge of a Fund*

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

#### 5.5.6 *Fund Selection*

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

#### 5.5.7 *Enrolment*

- (a) Each employer to whom clause 5.5 applies shall as soon as practicable as to both current and future eligible employees:
  - (i) Notify each employee of the employees entitlement to Occupational Superannuation.
  - (ii) Consult as may be necessary to facilitate the selection by employees of an appropriate Fund within the meaning of clause 5.5.4.
  - (iii) Take all reasonable steps to ensure that upon the determination of an appropriate Fund, each eligible employee receives, completes, signs and returns the necessary application forms provided by the employer, to enable that employee to become a member of the Fund; and
  - (iv) Submit all completed application forms and any other relevant material to the Trustees of the Fund.
- (b) Each employee upon becoming eligible to become a member of a Fund determined in accordance with clause 5.5.7 shall:
  - (i) complete and sign the necessary application forms to enable that employee to become a member of that Fund; and
  - (ii) return such forms to the employer within 28 days of receipt in order to be entitled to the benefit of the contributions prescribed in clause 5.5.2.
- (c) Where an employer has complied with the requirements of clause 5.5.7(a) and an eligible employee fails to complete, sign and return the application form within 28 days of the receipt by the employee of that form, then that employer shall:

- (i) Advise an eligible employee in writing of the non-receipt of the application form and further advise the eligible employee that continuing failure to complete, sign and return such form within 14 days could jeopardise the employee's entitlement to the Occupational Superannuation benefit prescribed by clause 5.5.
  - (ii) In the event that an eligible employee fails to complete, sign and return such application form within the specified period of 14 days be under no obligation to make any Occupational Superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form is received by the employer.
  - (iii) In the event that an eligible employee fails to return a completed and signed application form within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form is a pre-requisite to the payment of any Occupational Superannuation contributions.
  - (iv) At the same time as advising the eligible employee pursuant to clause 5.5.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Secretary of the Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.5.7(c)(i) and 5.5.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form in accordance with clause 5.5.7(a)(iii) the employer shall be obliged to make contributions as from the date of operation of clause 5.5 or from the date an employee became an "eligible employee" if that occurs thereafter provided that an eligible employee completes, signs and returns to the employer an application form within 28 days of being provided with the application form by the employer. Where an eligible employee fails to complete, sign and return an application form within such period of 28 days the provisions of clause 5.5.7(c) shall apply.

#### 5.5.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.5.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.5.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved Fund, or as necessary a Fund to be determined by the Commission under clause 5.5.4, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.5.8 excepting that resort to this provision shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant Fund.

#### 5.5.9 *Exemptions*

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

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

### **6.1 Hours of work**

- 6.1.1 The ordinary working hours shall not exceed 40 in any one week or 8 in any one day and shall be worked between 8 a.m. and 5 p.m. on Mondays to Fridays, inclusive.
- 6.1.2 Where it is necessary to transfer a day worker to replace a shift worker who fails to report for duty or who for any reason is unable to continue the employee's duties, the position shall be deemed to be covered by clause 6.1.3.
- 6.1.3 *Change of shifts* - 48 hours notice of any change of shift shall be given to an employee in default of which overtime rates shall be paid for work done outside the ordinary shift hours within 48 hours of the time the employee is notified of the change. The provisions of clause 6.1.3 shall also apply to a shift worker transferred to day work.

- 6.1.4 *Notice of starting and ceasing work* - Employers shall notify employees time of starting and ceasing work by a suitable means and a clock shall be kept in view of all employees.
- 6.1.5 A roster for all employees showing normal starting and finishing times and the surname and initial of each employee shall be prepared by the employer and shall be posted 7 days in advance in a place accessible to the employee concerned. The roster shall be alterable by mutual consent at any time or in the case of full-time and part-time employees who work for a specific number of hours by amendment with 7 days' notice.
- 6.1.6 Such roster shall show the starting and ceasing times and the days upon which an employee is engaged to work as well as the number of hours to be worked each week to suit the exigencies of the establishment:

Provide that:

- (a) Part-time employees will be entitled to predictability and regularity of hours in their employment.
- (b) Wherever practical and possible rosters shall not be changed from week to week, or fortnight to fortnight,

## **6.2 Meal breaks**

- 6.2.1 Unless by agreement with the Union other arrangements are made, a lunch break of not less than 45 minutes nor more than one hour shall be allowed on Mondays to Fridays, both inclusive.
- 6.2.2 The time for the lunch break shall be fixed by mutual arrangement in each place of work, but having once been fixed shall not be altered without one week's notice to the employees or employee concerned.
- 6.2.3 For all work done by an employee during the employee's lunch break and thereafter until the employee is allowed a full lunch break, double time shall be paid.
- 6.2.4 Unless the period of overtime is less than one and a-half hours, an employee, before starting overtime after working ordinary hours, shall be allowed a tea break of 30 minutes which shall be paid for at ordinary rates. An employer and employee may agree to any variation of clause 6.2.4 to meet the circumstances of the work in hand, provided that the employer shall not be required to make any payment in respect of any time allowed in excess of 30 minutes. The time for taking any further meal which may be necessary because of the amount of overtime worked on any one day shall be a matter for mutual agreement between the employer and the employees.

## **6.3 Rest pauses**

Every employee covered by this Award shall be entitled to a rest pause of not less than 10 minutes' duration in the employer's time in the first and second half of their daily work. Such rest pauses shall be taken at such time as will not interfere with continuity of work where continuity is necessary.

## **6.4 Shift work**

- 6.4.1 The provisions of clause 6.4 shall apply to all employees required for duty in connection with bulk deliveries of petrol.
- 6.4.2 *Hours* - The ordinary working hours of such shift workers shall not exceed 38 in any one week to be worked in 5 shifts of 8 hours each, such shift work to be worked in accordance with a roster to be agreed upon between the employer and the accredited representative of the Union.
- 6.4.3 *Crib time* - Shift workers shall be allowed 30 minutes for crib without loss of pay.
- 6.4.4 *Variation by agreement*.- The method of working shifts may in any case be amended by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment. The time of commencing and finishing shifts, once having been determined, may be amended by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment or, in the absence of agreement, by 7 days' notice of alteration given by the employer to the employees.

## **6.4.5 Shift allowances**

In addition to the wage rates prescribed by this Award, shift workers shall be paid the following afternoon and Night Shift allowances for each afternoon or Night Shift worked.

- (a) Afternoon Shift allowance:

The percentage allowance is 12.5% or \$9.70 per shift (whichever is the greater).

(b) Night Shift allowance:

The percentage allowance is 15% or \$9.70 per shift (whichever is the greater).

(c) It is a condition of this Award that no employee is disadvantaged as a result of this change from a flat rate shift allowance to a percentage shift allowance.

(d) Shift allowance(s) shall not apply to shift work performed on a Saturday or Sunday. All ordinary time worked by shift workers between midnight Friday and midnight Saturday shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter and between midnight Saturday and midnight Sunday shall be paid for at the rate of double time.

(e) For the purposes of clause 6.4.5 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.

(f) Shift workers who work on any afternoon or Night Shift which does not continue for at least 5 successive afternoons or nights in a 5 day workshop or for at least 6 successive afternoons or nights in a 6 day workshop shall be paid at the rate of time and a-half.

(g) An employee who -

(i) During a period of engagement on shift, works Night Shift only; or

(ii) Remains on Night Shift for a longer period than 4 consecutive weeks; or

(iii) Works on a Night Shift which does not rotate or alternate with another shift or with day work so as to give the employee at least 1/3rd of the employee's working time off Night Shift in each shift cycle;

shall, during such engagement, period or cycle, be paid at the rate of time and a-quarter for all time worked during ordinary working hours on such Night Shifts.

(h) The minimum rate to be paid to shift workers for work performed between midnight on Friday and midnight on Saturday shall be time and a-quarter. The minimum rate to be paid to continuous shift workers for work performed between midnight on Friday and midnight on Saturday shall be time and a-half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in clauses 6.4.5(a) and (b).

#### 6.4.6 *Shift overtime*

(a) Shift workers shall be paid for all time worked in excess of or outside the ordinary working hours prescribed by this Award or on a shift other than a Rostered Shift at the rate of double time.

(b) *Compulsory overtime* - An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

(c) The Union party to this Award shall not in any way, whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of clause 6.4.

6.4.7 *Sundays and holidays* - Shift workers on continuous shifts for work done on a Rostered Shift, the major portion of which is performed on a Sunday, shall be paid at the rate of time and a-half. Shift workers on continuous shifts for work done on a Rostered Shift, the major portion of which is performed on a holiday, shall be paid at the rate of double time. Shift workers on other than Continuous Work for all time worked on a Sunday or holiday shall be paid double time. Where shifts commence between 11 p.m. and midnight on a Sunday or holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate:

Provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

### 6.5 **Overtime other than shift overtime**

6.5.1 All time worked before 8 a.m. on Mondays to Fridays inclusive shall be paid for at the rate of double time. All time worked after 5 p.m. on Mondays to Fridays shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter. All other overtime except as provided for elsewhere in this Award shall be paid for at the rate of time and a-half.

#### 6.5.2 *Compulsory overtime*

- (a) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
- (b) The Union party to this Award shall not in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of clause 6.5.

#### 6.5.3 *Rest period after overtime - all employees*

An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times, shall, subject to clause 6.5.3 be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during he absence.

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

- #### 6.5.4
- Where an employee is recalled to work after the ordinary ceasing time, overtime worked in such circumstances shall not be regarded as overtime for the purpose of clause 6.5.3 where the actual time worked is less than 3 hours on such recall or on each of such recalls.

The provisions of clause 6.5.3 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
- (b) where a shift worker does not report for duty; or
- (c) where a shift is worked by arrangement between the employees themselves.

#### 6.5.5 *Call back*

An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of 3 hours at the appropriate rate for each time the employee is so recalled. Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 3 hours if the job the employee was recalled to perform is completed within a shorter period. In the event of cancellation or postponement of such recall when an employee reports to the employee's place of duty, the employee shall be paid the above minimum of 3 hours for each time the employee is so recalled even if the employee is not turned to work.

Clause 6.5.5 shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside the employee's ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

### **6.6 Saturday work**

All time worked on Saturdays by employees other than shift workers shall stand alone and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter with a minimum of 4 hours. All time worked after 12 noon on Saturdays shall be paid for at the rate of double time.

### **6.7 Sunday work**

All time worked on Sundays by employees other than shift workers shall stand alone and shall be paid for at the rate of double time with a minimum of 4 hours.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **7.1 Annual leave**

- #### 7.1.1
- Every employee (other than a casual employee) shall at the end of each year of their employment be entitled to 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; and

(b) not less than 4 weeks in any other case.

7.1.2 Such annual leave is exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) must be paid for by the employer in advance:

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

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

For the purpose of clause 7.1 "year of employment" shall mean and include any year of employment completed on or after 3 December, 1973.

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, the employee's pay calculated in accordance with clause 7.1.5, for 4 or 5 weeks as the case may be and also the employee's ordinary pay for any public holiday occurring during the 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 the employee's pay for the period of employment in the case of an employee to whom clause 7.1.1(a) applies, and 1/12th of the employee's pay for the period of employment in the case of an employee to whom clause 7.1.1(b) applies, calculated in accordance with clause 7.1.5.

#### 7.1.5 *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 7.1.5(c), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.

(b) Leading Hands, &c

Subject to clause 7.1.5(c), Leading Hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.

(c) All employees

Subject to the provisions of clause 7.1.5(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 17.5% of the amounts referred to in clause 7.1.5(c)(i) and (ii).

(d) The provisions of 7.1.5(c) shall not apply to the following:

(i) Any period or periods of annual leave exceeding 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week or 4 weeks in any other case.

(ii) Employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.6 Where reasonably practicable, and in the absence of any mutual agreement between the employee and the employer, the employer shall allow an employee to take annual leave within one month of its falling due.

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



## **7.2 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.
- (b) This entitlement will accrue at the rate of 7.6 hours sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.
- (f) Part-time employees accrue sick leave on a proportional basis.

### *7.2.2 Employee must give notice.*

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

### *7.2.3 Evidence supporting a claim.*

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

### *7.2.4 Accumulated sick leave*

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

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

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

### *7.2.5 Workers' compensation*

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

## **7.3 Bereavement leave**

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

### *7.3.2 Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days' unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A long-term casual employee is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2

7.3.3 "Immediate family" includes:

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

#### 7.3.4 *Unpaid leave*

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

7.3.5 An employee (other than a casual) on the death of a member of their immediate family or household outside Australia is entitled to paid bereavement leave without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work where the employee travels outside Australia to attend the funeral. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

### 7.4 **Long service leave**

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

### 7.5 **Family Leave**

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

7.5.1 It is to be noted that:

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

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

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

### 7.6 **Public holidays**

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

7.6.2 All work done by any employee on:

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

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

#### 7.6.3 *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 payment for the time actually worked at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.

#### 7.6.4 *Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *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.

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

#### 7.6.5 *Double time and a-half*

For the purposes of clause 7.6, 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.

7.6.6 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).

#### 7.6.7 *Union picnic day*

Employees shall be granted a Union picnic day, to be held on a day as mutually agreed between the employers and the Union, without loss of pay. Any employer requiring to deliver on picnic day shall have the right to employ, without extra payment not more than one employee in each department. Any such employees required to so work shall be granted a day in lieu at a time to be mutually agreed upon.

### 7.7 **Jury service**

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

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

### **8.1 Traveling, transport and fares**

#### 8.1.1 *Fares*

Transport from store to store in the employer's time shall be arranged by the employers at their own expense or the actual expense incurred shall be paid by the employers.

#### 8.1.2 *Traveling allowance*

- (a) Where an employer transfers an employee from the employee's usual place of employment to another place of employment in another town the employer shall pay all fares and expenses incurred in going to and from such place.
- (b) Where an employee is required by the employer to travel as a passenger by any conveyance the employee shall, whilst so travelling, be paid at ordinary rates up to a maximum of 12 hours out of every 24 of such travelling except on Sundays or holidays when payment shall be at the rate of time and a-half. When a sleeping berth is provided by the employer for all-night travel, the maximum travelling time to be paid shall be 8 hours out of every 24.
- (c) Employees whose work necessitates their absence from home overnight shall be paid all expenses reasonably incurred by such absence, with a minimum payment of \$1.20 per night:  
Provided that where an employee travels by boat or other conveyance in which the employee's ticket includes meals and bed the employee shall not be entitled to the allowance.
- (d) Where an employee is transferred temporarily to work at a place which requires the employee to travel daily a greater distance from home than the distance to the usual place of employment, the employee shall be paid any additional fares and additional travelling time so incurred for a period not exceeding one month.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Training**

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

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

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

### **10.1 Amenities**

Employees shall be provided with a locker and reasonable facilities in which to change their clothes and have their meals, also proper facilities for washing themselves. Hot water shall be provided at meal times and filtered or tank water for drinking purposes.

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

10.2.1 *Working in wet* - When the officer in charge decides that it is too wet for any ordinary work to be carried out, and it is necessary that employees work out in the rain, employees shall be supplied with rain coats and rubber boots.

10.2.2 *Dirty work* - Employees engaged in Dirty Work in oil or grease blending plants, oil re-refining plants, and in the preparation of bituminous products shall be provided with overalls, provided that employees in receipt of such articles shall not receive any additional payment for Dirty Work.

10.2.3 *Gloves* - Where it is considered necessary to wear gloves they shall be provided by the employer.

### **10.3 First aid**

In each establishment the employer shall provide a properly equipped first aid chest in conformity with the *Workplace Health and Safety Act 1995*, such first aid chest to be kept at a place reasonably accessible to all employees. When 20 or more persons are employed it shall be the duty of the employer to have in employment in the premises at least one person who shall be a competent first-aid person.

### **10.4 Occupational health and safety**

10.4.1 Employees shall not be permitted or allowed to lift carry or move by hand any object so heavy as to be likely to cause risk of injury.

10.4.2 The maximum weight in kilograms which an employee may be permitted or allowed to lift carry or move by hand shall be 16 kg.

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

### **Preamble**

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

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

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

#### *11.1.2 Entry procedure*

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

#### *11.1.3 Inspection of records*

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

#### *11.1.4 Discussions with employees*

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

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

### 11.1.5 *Conduct*

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

## **11.2 Time and wages record**

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

## **11.3 Posting of Award**

The employer must display a copy of this Award in a conspicuous place at the workplace where employees can easily read it.

Dated 5 August 2003.

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

Operative Date: 6 October 2003