

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

PLASTER MANUFACTURING - BORAL AUSTRALIAN GYPSUM LIMITED AWARD - 2005

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Plaster Manufacturing - Boral Australian Gypsum Limited Award - 2005 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 Plaster Manufacturing - Boral Australian Gypsum Limited Award - 2005 as at 1 September 2010.

Dated 1 November 2010.

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

PLASTER MANUFACTURING - BORAL AUSTRALIAN GYPSUM LIMITED AWARD - 2005

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Plaster Manufacturing - Boral Australian Gypsum Limited Award - 2005.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 25 May 2005.

1.4 Award Coverage

1.4.1 This Award applies to all the classes of employees and to Boral Australian Gypsum Limited mentioned in this Award who are engaged in product movement, production and manufacture of all kinds of Plaster of Paris, including all forms of Gypsum Plaster Board Products and all work incidental thereto.

1.4.2 This Award does not apply to employees employed under the Engineering Award - State 2002.

1.5 Definitions

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

1.5.2 "Commission" means the Queensland Industrial Relations Commission.

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

1.6 Area of operation

This Award applies to the Northgate operations of the employer.

1.7 Parties bound

This Award is legally binding on the employer and its employees as prescribed by clause 1.4 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 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 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 industry covered by this Award and to enhance the career opportunities and job security of employees in such industries.

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

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

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. Employment categories are:
- (a) Full-time
 - (b) Part-time (as prescribed in clause 4.2)
 - (c) Casual (as prescribed in clause 4.3).

4.2 Part-time employment

- 4.2.1 Part-time employment shall be defined as employment:
- (a) of lesser number of hours than constitute full-time employment under this Award;
 - (b) of a minimum number of consecutive hours, being 2 per day when engaged;
 - (c) of a regular number of ordinary hours per week; and
 - (d) work outside of the ordinary rostered hours to be paid as overtime.
- 4.2.2 Any variations to work patterns to be in accordance with standard Award provisions for full-time employees.
- 4.2.3 On a *pro rata* basis (proportionate to the number of hours worked) for wages and employment conditions as specified in an industrial instrument for full-time employment for the same kind of work.
- 4.2.4 All other conditions for part-time employment other than those specified above, shall be those that apply to full-time employment.
- 4.2.5 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with this Award.
- 4.2.6 Where an employee and the employer agree, 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.

4.3 Casual employee

A casual employee means an employee who is neither a full-time nor part-time employee. A casual employee can be employed up to 38 ordinary hours per week and shall be paid a minimum payment of 3 hours for each engagement.

4.4 Mixed functions

When any person on any day performs 2 or more classes of work to which a differential rate fixed by any award or agreement is applicable, such person if employed for more than 4 hours on the class of work carrying the higher rate, shall be paid in respect of the whole time during which the employee works on that day at the same rate, which shall be at the highest rate fixed by the Award for any of such classes of work, and if employed for 4 hours or less on the class or classes of work which carry a higher rate the employee shall be paid at such highest rate for 4 hours.

4.5 Incidental or peripheral tasks

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

4.5.2 The 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).

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

4.6 Anti-discrimination

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

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

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

4.6.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimize an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.6.4 Nothing in clause 4.6 is to be taken to affect:

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

4.7 Termination of employment

4.7.1 *Statement of employment*

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.

4.7.2 *Termination by employer*

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

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

- (b) In addition to the notice in clause 4.7.2(a), employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in clause 4.7.2 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.7.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.7.2.

4.7.4 *Time off during notice period*

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

4.8 Introduction of Changes

4.8.1 *Employer's duty to notify*

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) "Significant effects" includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.8.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimize the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.8.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that an employer shall not be required to disclose confidential

information, the disclosure of which would be adverse to the employer's interests.

4.9 Redundancy

4.9.1 Consultation before terminations

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.9.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimize the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.9.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.9.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.7.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.9.3 Transmission of business

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.9.3, "business" includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

4.9.4 Time off during notice period

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.9.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.9.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.9.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.9.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.7.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.9.1(a) shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) "Weeks' Pay" means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

4.9.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

4.9.8 *Employee leaving during notice*

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

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

4.9.9 *Alternative employment*

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

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

Clause 4.9 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.9.11 *Employees exempted*

Clause 4.9 shall not apply:

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

4.9.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.9 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A "company" shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.9.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.9.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.9.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.9.14 *Incapacity to pay*

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

4.10 Continuity of service - transfer of calling

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

PART 5 - WAGES AND WAGE RELATED MATTERS

The wage rates applicable to the various classifications are as prescribed in clauses 5.1 and 5.2.

5.1 Manufacturing classifications

Level	Requirement	Hourly rate \$	Wage rate for a 38 hour week \$
Level 6	Advance operator	20.0255	760.90
Level 5	Senior operator-calciner Senior operator-board plant (Can perform all production functions A to H)		
Level 4	Senior operator - laboratory Senior forklift driver Operator with 7 of A to M	19.798	752.30
Level 3	Leading hand - reclaim Forklift driver Operator with 4 D to L	19.4625	739.60
Level 2	Front end loader driver	19.03	723.10
Level 1	Operator with one of D to I	18.554	705.00
Level 1	New employee	18.186	691.10

Key to plant skills:

- A. Tester
- B. Forklift driver - production
- C. Front end loader driver
- D. Forming head operator
- E. Top floor operator
- F. Paper hand
- G. Knife operator
- H. Stacker operator
- I. Product handler
- K. Weighbridge operator
- L. Grader
- M. Forklift driver - warehouse

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 Northgate warehouse classifications

Classification	Level	Skills	Hourly rate \$	Wage rate for a 38 hour week \$
Advanced team leader - Customer service	6	Operator with A to M - Operator who possesses all required skills	20.0255	760.90
Team leader	5	Operator with A to L	19.798	752.30
Senior operator	4	Operator with A to I	19.4625	739.60
Intermediate Operator	3	Operator with A to G	19.03	723.10
Basic operator	2	Operator with A to E	18.554	705.00
Entry Level	1	Up to 3 Months employment	18.186	691.10

Key to Operator Skills

- A. Product handling
- B. Full forklift licence and demonstrated safety skills
- C. Product knowledge
- D. Docket handling, paper flow and stock control

- E. Forklift driver warehouse
- F. Houselot load make - up
- G. Credits and stock returns
- H. Weighbridge operator
- I. Company business computer system for dispatch, literacy and keyboard skills
- J. Telephone skills
- K. Organising delivery transport
- L. Stock control and requisitioning
- M. Customer invoicing and coding. Conversant with company business computer system

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.

5.3 Allowances

The various allowances applicable to work undertaken under this Award shall be as follows:

(a)	Meal allowance	\$9.60 per entitlement
(b)	Temperature and dirty Work	\$5.621 per hour
(c)	First aid	\$11.90 per week
(d)	Laundry	\$5.20 per week
(e)	Trainer	\$1.4055 per hour
(f)	Shift	12.5% of base rate per shift for afternoon shift 20.0% of base rate per shift for night shift

Clause 5.3(f) has been inserted as a result of an application to make this Award arising from the decision of the Full Bench of the Commission on 30 June 2004 (and published at (2004) 176 QGIG 479) to move to declare industrial agreements obsolete. Given the origin of clause 5.3(f) the provisions contained within it are not to be used as a precedent for any other matter whatsoever.

5.4 Casual

A casual employee shall be paid by dividing the weekly wage rate by 38 and adding 23% to the hourly rate so calculated. For allowance calculations, add the particular allowance proportionately.

5.6 Payment of wages

Wages shall be paid weekly (unless otherwise agreed) by electronic funds transfer into an account of the employee's nomination.

5.7 Superannuation

Occupational superannuation contributions shall be made into an approved fund in accordance with Superannuation Guarantee Charge Legislation.

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

6.1 Hours of work

6.1.1 *Day workers.* - The ordinary hours of work shall be an average of 38 hours per week to be worked over a 4 week cycle. Each day is to be of 8 hours duration, Monday to Friday, inclusive between the hours of 6.00 a.m. and 4.00 p.m., or by such arrangements agreed to by the Union and the employer.

6.1.2 *Shift workers*

- (a) The ordinary hours of non-continuous shift workers inclusive of crib time shall be an average of 38 hours per week to be worked over a 4 week cycle.
- (b) Night shift may commence not earlier than 10.30 p.m. on Sunday and the period between such

commencing time and midnight Sunday shall be regarded as ordinary working hours. The shift roster shall not be changed without 3 working days notice being given to the employees concerned.

- (c) Continuous shift workers - The ordinary hours of work for continuous shift workers, i.e. employees regularly rostered to work on Sundays and public holidays, shall be an average of 38 hours per week, inclusive of crib time, to be worked over a 4 week cycle.

6.2 Operation of 38 hour week

6.2.1 Ordinary hours of work shall be an average of 38 per week as provided in clause 6.1.

6.2.2 Circumstances may arise where roster cycles of varying lengths will apply to various groups or sections in the plant or operation.

6.2.3 Except as provided by clause 6.2.4 an employee shall be advised by the employer, where practical, at least 4 weeks in advance of the week day the employee is to be rostered off duty:

Provided that in lieu of the foregoing arrangements employees shall take one rostered week off of 5 days of 38 hours for every 19 weeks of 38 hours worked.

6.2.4 The employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to be rostered off duty for another day in the case of a break down in machinery or a failure or shortage of electric power or of any other essential supply or to meet the requirements of the business in the event of rush orders or some other emergency situation.

6.2.5 An individual employee, with the agreement of the employer, may substitute the day to be rostered off duty for another day.

6.2.6 For every ordinary hour paid for, payment to the employee of 1/20th (5%) of their hourly rate (weekly rate divided by 38) will be withheld by the employer and then paid in the pay week in which the employee's rostered day off is taken.

6.2.7 For all ordinary hours worked, where any allowance or penalty prescribed by this Award is expressed as a percentage or multiple of the ordinary rate, the ordinary rate for an 8 hour day or shift shall equal weekly rate divided by 5.

6.2.8 Each employee is entitled to a total of 13 rostered days off per year one of which is included in the 4 week annual leave entitlement as prescribed in clause 7.1 of this Award.

6.2.9 Any employee required to work on their rostered day off shall be paid in accordance with the overtime entitlements for work performed outside ordinary hours as prescribed in clause 6.5 of this Award.

6.3 Afternoon and night shift allowances

6.3.1 All afternoon and night shift workers shall be paid in accordance with clause 5.3 in addition to the rates prescribed herein.

These extra shift rates shall not apply to shift work performed on Saturday and Sunday where extra payments apply to continuous shift work.

6.4 Extra payment for continuous shift workers

Where continuous shift work is performed, one and a-half times ordinary rates shall be paid from midnight Friday to midnight Sunday. All times worked over 8 hours in any shift during this period shall be paid for at double ordinary time.

6.5 Overtime

6.5.1 *Day workers*

- (a) Payment for overtime shall be at the rate of time and a-half for the first 3 hours and double time thereafter.
- (b) Employees required to work overtime commencing on Saturday mornings shall be paid at one and a-half times the ordinary rate for the first 3 hours and double time thereafter.
- (c) Double time shall be paid for work done on Sundays.

- (d) Employees required to work overtime on Saturdays or Sundays shall be granted a minimum of 2 hours' work or shall be paid 2 hours' pay in lieu thereof.
- (e) Employees recalled to work overtime after leaving the employers' premises on Monday, Tuesday, Wednesday, Thursday, Friday shall be paid for a minimum 4 hours work at the appropriate overtime rate. Clause 6.5.1(e) shall have no application where the overtime worked is continuous with the completion or commencement of ordinary working hours.
- (f) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not at least 8 consecutive hours off duty between those times shall, subject to clause 6.5.1(f) be released after completion of such overtime until they have had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had such 8 consecutive hours off duty, the employee shall be paid double rates until they are released from duty for such period and the employee shall then be entitled to be absent until they have had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that 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 purposes of clause 6.5.1(f) where the actual time worked is less than 2 hours on such recall or on each of such recalls.

The provision of clause 6.5.1(f) shall apply in the case of the shift workers who rotate from one shift to another when overtime is worked:

- (i) for the purpose of changing shift rosters; or
- (ii) where a shift worker does not report for duty; or
- (iii) where a shift is worked by arrangement between the employees themselves
- (g) A day worker required to work during the recognised meal break shall be paid at double time for the time so worked.

6.5.2 *Shift and continuous shift workers* - Payment for all overtime shall be at the rate of double time where more than one shift per day is worked.

6.5.3 *Absentee cover call out for production shifts* - Employees called out to cover for absentees on production shift shall be granted a minimum of 4 hours work, or shall be paid 4 hours pay in lieu thereof.

6.5.4 Employees shall work reasonable overtime as required by the employer. Should any dispute arise in relation to this requirement to work overtime then the matter shall be determined in accordance with clause 3.2.

6.5.5 Employees engaged on shift work shall, at the end of their ordinary hours, remain at their work station for such time as is necessary to ensure that no station is left unmanned. Payment for any time worked in accordance with clause 6.5.5 shall be made as per the provisions of clause 6.5.

6.5.6 Rosters shall be so arranged as to ensure that, at all times, adequate manning levels, for the efficient operation of the plant, are maintained.

6.6 Meal times and rest pauses

6.6.1 Day workers

- (a) A period of not less than 30 minutes nor more than one hour shall be allowed for a meal between the 4th and 6th hour from the commencement of ordinary time.
- (b) Where an employee is called upon to work overtime for not less than one and a-half hours before or after the employee's ordinary ceasing time, they shall be either allowed an unpaid meal break of one hour to commence not later than one hour before or after their normal ceasing time or they shall be allowed a crib break of 30 minutes to be paid for at ordinary time, during the first 2 hours of such overtime.
- (c) Such employee if required to continue work shall then be allowed a crib break of 30 minutes without deduction of pay after 5 and a-half hours of overtime and then after each further 4 hours of overtime worked if the employee is required to continue work on or after such periods.
- (d) Where an employee is called upon to continue working for not less than one and a-half hours after their normal ceasing time, the employee shall be provided with a meal by the employer or paid in lieu thereof

for each meal in accordance with clause 5.3.

- (e) Where an employee, who has received notice of being required to work overtime, provides themselves with meals they shall be entitled to an allowance in accordance with clause 5.3 for each meal so provided in the event of the work not being performed or ceasing before the respective meal or crib time.

6.6.2 *Shift workers and continuous shift workers*

- (a) 30 minutes shall be allowed in each shift for crib to be taken so as not to affect the continuity of the process, and for which no deduction in pay shall be made.
- (b) When a shift worker is required to work on into the second shift for a period of 4 hours, they shall be allowed a 30 minute paid crib break during the first 2 hours of such overtime. If required to work the full second shift the employee shall be allowed a further paid crib break of 30 minutes within 6 hours of starting such shift. Such crib breaks to be taken so as not to affect continuity of the process.
- (c) When an employee works a second shift, the employee shall be provided with a meal or paid in accordance with clause 5.3 in lieu thereof for each such meal break.
- (d) When an employee who has received notice of being required to work overtime, provides themselves with meals they shall be entitled to an allowance in accordance with clause 5.3 for each meal so provided in the event of the work not being performed or ceasing before the respective meal or crib time.

6.6.3 *Rest pauses - all employees*

Each employee shall be entitled to a rest pause of 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 times as will not interfere with the continuity of the process:

Provided that shift workers when required shall forego their rest pause to ensure continuous production and shall be entitled to payment for additional periods so worked at the rate of double time.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every employee (other than a casual employee) covered by this Award shall at the end of each year of employment be entitled to annual leave on full pay as follows:

- (a) not less than 5 weeks (190 hours) if employed on shift work where 3 shifts per day are worked over a period of 7 days per week;
- (b) not less than 4 weeks (152 hours) in any other case;

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.8) shall be paid for by the employer in advance:

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

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the annual leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due, pay calculated in accordance with clause 7.1.8, for 4 or 5 weeks as the case may be and also ordinary pay for any public holiday occurring during such period of 4 or 5 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of ordinary pay for the period of employment if an employee to whom clause 7.1.1(a) applies, and 1/12th of ordinary pay for the period of employment if an employee to whom clause 7.1.1(b) applies, calculated in accordance with clause 7.1.8.

7.1.5 Reasonable notice, with a minimum period of 14 days, of the commencement of annual leave shall be given to the employee.

7.1.6 Except as provided it shall not be lawful for the employer to give or for any employee to receive payment in lieu

of annual leave.

7.1.7 *Annual close down*

Where the employer closes down the plant or a section or sections, for the purposes of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply:

- (a) the employer may stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then qualified for 4 full weeks' paid leave on a proportionate basis;
- (b) an employee who has then qualified for 4 full weeks' leave, and has also completed further service shall be allowed leave, and shall be paid an amount equal to 1/12th of the ordinary pay for the period of service in excess of 12 months;
- (c) all time during which an employee is stood off without pay for the purpose of clause 7.1 shall be deemed to be time of service in the next 12 monthly qualifying period. This shall not apply where the period of employment including the period stood down does not exceed 5 weeks;
- (d) the foregoing conditions shall also apply in the event of annual leave being staggered so that employees entitled to annual leave may be broken into 2 groups which overlap into a close down in accordance with clause 7.1.7 of not more than 2 working weeks (plus public holidays occurring therein), and employees with a lesser period of service may be stood down as in clause 7.1.7 (a).

7.1.8 *Calculation of annual leave pay*

In respect to annual leave entitlement to which clause 7.1.8 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) Shift workers - Subject to clause 7.1.8(c), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employees roster or projected roster, including Saturday, Sunday or holiday shifts;
- (b) Leading hands, etc. - Subject to clause 7.1.8(c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave;
- (c) All employees - Subject to clause 7.1.8(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) the employee's ordinary wage rate as prescribed by this Award for the period of the annual leave (excluding shift premiums and week-end 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 clauses 7.1.8(c)(i) and (ii);
- (d) Clause 7.1.8(c) shall not apply to the following:
 - (i) Any period or periods of annual leave exceeding 5 weeks in the case of employees concerned in a calling where 3 shifts per day are worked over a period of 7 days per week; or 4 weeks in any other case;
 - (ii) The employer (and any employees) if already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to the employees.

7.1.9 Excepting as to continuous shift workers, an employee engaged as an emergency worker, who makes a specific agreement in writing with the employer to remain in readiness to do overtime work at all hours, shall be allowed one week's additional paid leave exclusive of public holidays.

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:

Provided further that where sick leave entitlements are exhausted it shall be necessary for an employee to provide a medical certificate from duly qualified medical practitioner for all absences.

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 Bereavement leave

7.3.1 Full-time and part-time employees

- (a) 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.
- (b) Full-time and part-time employees shall be entitled to a maximum of 2 days leave without loss of pay on the occasion and on the production of satisfactory evidence of the death outside of Australia of a member of their immediate family and where such employee travels outside of Australia to attend the funeral.

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 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 The term "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.

7.4 Family leave

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

7.4.2 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.

7.4.3 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.

7.5 Long service leave

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

7.6 Public holidays

7.6.1 Subject to *clause* 7.6.8 all work done by any employee on:

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

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

7.6.2 Labour Day

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

7.6.4 Payment when public holiday not worked

Employees shall be entitled to payment for the public holidays mentioned in clauses 7.6.1, 7.6.2 and 7.6.3 where such holidays form part of their ordinary weekly hours of work irrespective of the fact that no work is required to be performed on any such day.

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 Payment for work performed outside ordinary hours

All time worked on any of the public holidays mentioned in clauses 7.6.1, 7.6.2 and 7.6.3 outside the ordinary starting and ceasing times for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by this Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

7.6.7 Employer's notice in respect of public holiday

The employer shall, except under unforeseen circumstances, give the employees not less than 2 clear days' notice as to whether a holiday is to be observed or worked.

7.6.8 Substitution

Where there is agreement between the majority of employees concerned and the employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays mentioned in clauses 7.6.1, 7.6.2 and 7.6.3, where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.

7.6.9 Stand down

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

7.6.10 Absence on a public holiday or the day before or after a public holiday.

Any employee who is required to work on any of the foregoing holidays, and who fails to do so shall not be entitled to payment for such holidays unless they furnish their employer with a satisfactory excuse for the failure to carry out the direction of the employer.

Subject to the provisions of the Act, Section 15, when a weekly employee absents themselves without permission the working day preceding, or the working day following a public holiday, other than Labour Day, the employee shall not be paid for the public holiday or the day on which the employee absented themselves.

7.7 Jury service

Any employee required to attend for jury service during their ordinary work hours, shall be reimbursed by the employer for the amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages the employee would have received in respect of the ordinary time had the employee not been on jury service.

Employees shall notify the employer as soon as possible of the date of which they are required to attend for jury service. Further the employee shall give the employer proof of their attendance and the amount received in respect of such jury service.

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

No provisions inserted in this Award relevant to this Part.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to training

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:

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

9.2 External training leave

Upon written application by an employee to the employer and such application being endorsed by the Union and given to the employer for approval at least one month in advance, such employee may be granted up to 5 working days' leave (non cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by external training organisations. The term external training organisation shall include Trade Union Training Leave, TAFE and other appropriate training providers.

For the purpose of clause 9.2 "ordinary pay" means at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.

The granting of such leave shall be subject to the convenience of the employer and so that the operations of the employer will not be unduly affected.

The scope, content and level of the course shall be such as to contribute to a better understanding of structural efficiency within the employer's operations.

In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.

Such paid leave will not affect other leave granted to employees under this Award.

The employee, after attendance at such training, shall consult with employer representatives as to the relevance and quality of the course attended.

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

10.1 Protective and work clothing

10.1.1 Where necessary for the performance of their duty, employees shall be provided with suitable protective clothing. The employer shall supply suitable clothing to the employees on the following basis:

- 3 Shirts/tops per annum *
- 3 Trousers or Shorts per annum*
- 1 Winter jacket every 2 years
- 1 Pair boots to be replaced on a fair wear and tear basis.

*Provided that after 12 months employment, the issue of 3 shirts/shorts per annum shall reduce to 2 sets of the appropriate clothing per annum on a fair wear and tear basis. Should there be exceptional circumstances, the employer may issue additional clothing subject to the limitations in this clause as to quantum.

10.1.2 Protective clothing shall remain the property of the employer at all times and any employee applying for new issue of any protective clothing supplied by the employer, who fails to return such clothing or boots last issued to him, shall not be entitled to a new issue without payment thereof.

10.1.3 Should any employee on leaving the employer's service fail to return any protective clothing or equipment, the property of the employer, the employer may deduct from the final wage the cost of the articles.

10.1.4 Should any employee leave the service of the employer within 2 months of the issue of clothing and/or boots as per clause 10.1.1, the employer may deduct *pro rata* the cost of such clothing and/or boots.

10.1.5 Casual employees shall qualify for their issue of clothing and safety footwear as per clause 10.1.1 after more than 5 continuous weeks' employment with the employer.

10.2 First-aid kits

First-aid kits in suitable and secure cases shall be provided at central positions in the work so as to be at all times readily available for the use of the employees.

10.3 Workers' compensation claims

All accidents must be reported immediately to the management/supervisor.

10.4 Boiling water

The employer shall provide boiling water to enable the employees to make tea during the meal break or rest pause

An adequate supply of milk, tea and coffee shall be provided by the employer for the use of the employees.

10.5 Breakdowns

Subject to the provisions of s. 98 of the Act, in the event of the work of the factory or workshop being stopped by breakdown of machinery, fire, or as a result of strikes or any other stoppage beyond the control of the management, all weekly hands who present themselves for work shall be found work for that day or shall be paid one day's wage in lieu thereof. The employer may when such breakdown or stoppage occurs, give notice to the employees that their service shall not be required on the following day. The employees shall not be entitled to any further payment in respect to any further days on which they are out of employment by reason of such breakdown or stoppage.

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

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

11.2.2 *The time and wages record must also contain:*

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

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

11.3.1 Documentation to be provided by employer

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

The document provided by the employer shall also identify the existence of a Union encouragement clause in this Award.

11.3.2 Union delegates

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

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

11.3.3 Deduction of union fees

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

11.4 Posting of Award

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

Dated 25 May 2005.

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

Operative Date: 25 May 2005
Repeal of Industrial Agreement and New Award -
Plaster Manufacturing - Boral Australian Gypsum
Limited Award - 2005.
Released: 21 July 2005