

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**PRINTING INDUSTRY AWARD - STATE 2003**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Printing Industry Award - State 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 Printing Industry Award - State 2003 as at 1 January 2011.

Dated 1 March 2011.

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

**PRINTING INDUSTRY AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Printing Industry Award - State 2003.

**1.2 Arrangement**

Subject Matter	Clause No.
<b>PART 1 - APPLICATION AND OPERATION</b>	
Title	1.1
Arrangement	1.2
Date of operation	1.3
Parties bound	1.4
Award coverage	1.5
Definitions	1.6
<b>PART 2 - FLEXIBILITY</b>	
Enterprise flexibility	2.1
<b>PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE SETTLEMENT RESOLUTION</b>	
Grievance and dispute settling procedure	3.1
<b>PART 4 - EMPLOYER AND EMPLOYEE'S DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS</b>	
Employment categories	4.1
Full-time employment	4.2
Part-time employment	4.3
Casual employment	4.4
Adult employee	4.5
Juniors	4.6
Limitation of employment of juniors	4.7
Apprentices	4.8
Trainees	4.9
Stand down	4.10
Anti-discrimination	4.11

Subject Matter	Clause No.
Termination of employment	4.12
Introduction of change	4.13
Redundancy	4.14
Continuity of service - transfer of calling	4.15
Restrictions on taking work off the employer's premises	4.16
Mixed functions	4.17
Incidental or peripheral tasks	4.18

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

Classification definitions	5.1
Small offset lithographic printing machines	5.2
Letter press and Lithographic printing conditions	5.3
Trade classifications	5.4
No reduction in pay or status	5.5
Payment of wages	5.6
Wage rates	5.7
Division and district definitions and allowances	5.8
Allowances	5.9
Excess payment	5.10
Occupational superannuation	5.11

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

Definition, ordinary hours of work - day workers	6.1
Maximum daily ordinary hours	6.2
Implementation of shorter hours	6.3
Shift work	6.4
Shift allowance	6.5
Posting of rosters	6.6
Overtime	6.7
Calls	6.8
Meal period	6.9
Meal allowance	6.10
Rest pauses	6.11

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

Annual leave	7.1
Sick leave	7.2
Bereavement leave	7.3
Long service leave	7.4
Family leave	7.5
Jury service	7.6
Public holidays	7.7

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

No clauses inserted in this Award relevant to this Part.

#### PART 9 - TRAINING AND RELATED MATTERS

Training	9.1
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#### PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

Health and safety	10.1
Protective clothing	10.2
Seating	10.3

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

Right of entry	11.1
Time and wages record	11.2
Union encouragement	11.3
Award to be kept available	11.4

Subject Matter	Clause No.
Posting notices	11.5
Trade union training leave	11.6

## Schedules

Nominated Superannuation Funds of Certain Employers	1.1
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### 1.3 Date of operation of Award

This Award takes effect from 6 January 2003.

### 1.4 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.5 and their employers, and the Automotive, Metals, Engineering, Printing and Kindred Industries Union of Employees, Queensland and its members.

### 1.5 Award coverage

This Award shall apply to all classes of employees specified in the Award and engaged in the printing industry within the State of Queensland.

In this Award, the printing industry includes any business, trade, manufacture, undertaking, calling, service, employment, handicraft or industrial occupation or avocation on land or water in the industry of printing and/or any kindred industries and/or in any group or branch of such industry or industries, including (without limiting the generality or ordinary meaning of the foregoing description) composing, reading, electrotyping, stereotyping, letterpress machining, lithographic machining, lithographing, photogravure and/or rotogravure, machining, printing of all classes, slugcasting or typesetting machine attending or adjusting and/or repairing, type-founding, engraving, process engraving and/or photo engraving, commercial art and/or lithographic designing, writing and/or drawing, publishing, despatching, bookbinding, binding, paper ruling, paper cutting, paper making, paper working, calico and/or paper bag making, envelope making, stationery making, paper products working, embossing, blocking, stamping, cardboard box making, carton making (including the making of any kind of boxes and/or containers of paper and/or cardboard used alone or in combination with any other material or materials), plastics manufacturing or any of the processes of or incidental to the manufacturing of plastics or of goods manufactured therefrom or substitutes therefore, mailing houses, including (without limiting the generality or ordinary meaning of the phrase) folding, paging, numbering, perforating, gathering, collating, inter-leaving, wrapping, sealing, addressing, mailing, despatching, stamping, inserting, security paper working, wire stapling, envelope working, direct mail systems working, addressograph work, paper products work and machine work in or in connection with enveloping, sealing, automatic/computer addressing and/or wrapping.

### 1.6 Definitions

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

1.6.2 "Commission" means the Queensland Industrial Relations Commission.

1.6.3 "Union" means the Automotive, Metals, Engineering, Printing and Kindred Industries Union of Employees, Queensland.

## PART 2 - FLEXIBILITY

### 2.1 Enterprise flexibility

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

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

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

## PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

### **3.1 Grievance and dispute settling procedure**

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

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of the member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

### **4.1 Contract of employment**

- 4.1.1 Employees covered by this Award shall be advised in writing of their employment status upon appointment.

Employment categories are:

- (a) Full-time;
- (b) Part-time (as defined); or
- (c) casual (as defined).

### **4.2 Full-time employment**

- 4.2.1 A full-time employee is a weekly employee whose ordinary hours of work must not exceed an average of 38 hours per week. An employee not specifically engaged as a part-time or casual employee is for all purposes of this Award a full-time employee, unless otherwise specified in the Award.

### 4.3 Part-time employment

4.3.1 Part-time employees may be engaged on the following terms:

- (a) A part-time employee means a weekly employee who is engaged to work for a regular number of hours, being more than 19 hours but less than 38 hours per week;
- (b) Works on any of the days or all of the days of the week, Monday to Friday and shall not work in excess of those hours as agreed or if so, the excess shall be paid as overtime;
- (c) Works not less than 3 consecutive hours per day or shift except employees in the Brisbane District as defined in clause 5.8.3, who shall work not less than 6 consecutive hours per day or shift;
- (d) Receives, on a proportionate basis, equivalent pay and conditions to those of full-time employees who do the same kind of work;
- (e) At the time of engagement, the employer and the employee will agree in writing on the number of ordinary hours per week;
- (f) Any variation to the work pattern will be in accordance with methods of altering ordinary hours for work for full-time employees as detailed in Part 6 of this Award, unless otherwise mutually agreed.

### 4.4 Casual employment

4.4.1 An employer when engaging a person for casual employment shall inform such a person then and there that the employee is to be employed as a casual. Except where this is done the employee shall be a weekly time worker. A casual employee after 4 weeks of continuous employment as a casual employee shall become a weekly time worker. A casual employee has been continuously employed when the employee has worked the same days and hours as a weekly time worker.

4.4.2 A casual employee, whether working on day or night shift, shall be paid for at the hourly rate prescribed for such work, with an addition of 23%.

4.4.3 Where a casual employee commences duty or where the employer expressly agrees to employ a casual employee on any employment and in pursuance of such agreement the casual employee actually attends for duty such employee shall be paid a minimum of three hours, except casual employees in the Brisbane District as defined in clause 5.8.3, who shall be paid a minimum of six hours.

4.4.4 All work performed by casual workers shall be executed on the premises of the printing establishments for which such casual work is being performed.

### 4.5 Adult employee

4.5.1 *An adult employee shall mean*

- (a) an employee who has attained the age of 21 years other than an apprentice who has not completed the period of apprenticeship; or
- (b) a non-apprenticed junior of 18 years of age or over who is employed in a non-apprenticeship occupation specified in clauses 5.7.1 and 5.7.2 of this Award and who is receiving the adult wage for that occupation; or
- (c) any employee who has completed an apprenticeship but has not attained the age of 21 years; or
- (d) a non-apprenticed junior who has not attained the age of 21 years who is employed as a "Keyboard Operator/Assembler" as specified in classification A2 of this Award.

### 4.6 Juniors

4.6.1 (a) *Rates of pay for juniors* - Except for juniors performing work pursuant to classifications A2, A4 and A8 in clause 5.7.1 of this Award, the minimum weekly wages payable to juniors (other than apprentices) shall be calculated as follows:

	Percentage of A19 rate
	%
Under 16 years of age	45
16 and 17 under years	50
17 and under 18 years	55

18 and under 19 years	65
19 and under 20 years	75
20 and under 21 years	85

Except for juniors performing work pursuant to classifications B2, C1, E27 and E28 in clause 5.7.2 of this Award, the minimum weekly wages payable to juniors (other than apprentices) shall be calculated as follows:

	Percentage of C20 rate
	%
Under 16 years of age	45
16 and 17 under years	50
17 and under 18 years	55
18 and under 19 years	65
19 and under 20 years	75
20 and under 21 years	85

The minimum weekly wage payable to juniors in the Screen Printing, Toilet Paper Making and Ink Making Industry Sections of clause 5.7.2 of this Award (other than apprentices) shall be calculated as follows:

	Percentage of G3 rate
	%
Under 16 years of age	45
16 and 17 under years	50
17 and under 18 years	55
18 and under 19 years	65
19 and under 20 years	75
20 and under 21 years	85

and thereafter at the appropriate adult rate.

- (b) *Rounding of junior rates* - The rate of pay for junior classifications in this Award 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.
- (c) *Junior Keyboard Operator/Assembler* - The minimum rate of wage payable to a junior Keyboard Operator/Assembler shall be the rate prescribed by classification A2 which appears in clause 5.7.1 of this Award.
- (d) *Proof reading* - A copy-holder or a junior, unless an apprentice to composition shall not do the work of reading, revising, checking or correcting proofs unless such copy-holder or junior is -
  - (i) paid the wage prescribed by this Award for an adult proof reader; or
  - (ii) reading to and revising, checking or correcting proofs together with an adult proof reader or other person who is paid as such and who is responsible for the work.
- (e) *Junior Artist and/or Designer (Including Commercial Artist)* - Where the work is performed by a junior artist and/or designer (including a junior commercial artist) pursuant to clauses 5.7.1 or 5.7.2 of this Award, the minimum rate of wage payable to such an employee shall be the following percentages of the wage of an employee working at the rate provided by classifications A8, B2, C1 and E27 appearing in clauses 5.7.1 and 5.7.2 of this Award:

	%
Under 17 years of age	50
Between 17 years and 18 years of age	55
Between 18 years and 19 years of age	65
Between 19 years and 20 years of age	75
Between 20 years and 21 years of age	85

And thereafter at the rate prescribed by classifications A8, B2, C1 and E27 of this Award.

- (f) *Juniors Engaged in Moulding Rubber Printing Plates* - A junior engaged in moulding rubber printing plates (including grinding and mounting) shall be paid the wage prescribed for classification E28 and shall be deemed to be an adult for the purposes of calculating pay rates pursuant to this Award.

4.6.2 *District Allowances* - juniors shall receive a *pro rata* payment relative to their age percentile for the district in which they are employed. District allowances are contained at clause 5.8.

#### 4.7 Limitation of employment of juniors

- 4.7.1 *Staffing of departments* - No department shall be staffed exclusively by juniors.
- 4.7.2 *Proportion of juniors* - Not more than 3 juniors shall be employed to each adult employed as a weekly employee in each department. The proportion of juniors in the reading department shall not exceed one to every adult permanently employed in the department who is in receipt of not less than the rate of wages fixed by this Award.
- 4.7.3 *Screen printing* - Subject to clause 4.7.4, where the dimensions of a piece of printed matter:
- (a) exceed 300 millimetres by 600 millimetres, an adult employee or an apprentice to screen printing stencil preparation shall be employed on the same printing frame as any non-apprenticed junior on the printing (including racking) of such printed matter; or
  - (b) do not exceed 300 millimetres by 600 millimetres, a non-apprenticed junior may be employed alone in the printing (including racking) of such printed matter.
- 4.7.4 A non-apprenticed junior shall not be employed in or in connection with the work of transfers other than racking.
- 4.7.5 *Training of non-apprenticed juniors* - Subject to clauses 4.7.7, 4.7.8 and 4.7.9, non-apprenticed juniors shall not be employed on any work for which an apprenticeship is provided in the *Training and Employment Act 2000* as amended. In those sections of the industry in which no provision is made for apprenticeship, non-apprenticed juniors may be employed. Such juniors shall be given reasonable opportunities to become proficient in different classes of work and shall be taught higher grade work as they progress in the knowledge of their work.
- 4.7.6 *Apprenticeship trades* - The conditions of employment of juniors in any branch of the industry in respect of which provision is made for apprenticeship shall be as set out in the *Training and Employment Act 2000* as amended.
- 4.7.7 *Artist and/or designer (including commercial artist)* -
- (a) The maximum proportion of junior artists and/or designers (including junior commercial artists) shall be one junior artist and/or designer (including junior commercial artist) to every 3 or fraction of 3 adult artists and/or designers (including adult commercial artists) employed upon the established staff of adult artists and/or designers (including commercial artists) employed as such by the employer as weekly employees at full rates of pay as prescribed in clauses 5.7.1 and 5.7.2 of this Award.
  - (b) In clause 4.7.7(a) "the established staff" shall mean the number of adult artists and/or designers (including adult commercial artists) continuously employed as such by the employer for a period of not less than 6 calendar months.
  - (c) Junior artists and/or designers shall be fully and thoroughly taught and instructed in the work of an artist and/or designer (including commercial art work) as defined in clause 5.1.1(a).
  - (d) Each junior artist and/or designer (including a junior commercial artist) shall from the commencement of their employment attend and not be prevented by their employer from attending during the junior's ordinary working hours for 7.6 hours every week for a period of 4 years, a recognised art school agreed upon by the organisations parties to this Award or, failing such agreement, as determined by an independent arbitrator appointed by such organisations.
  - (e) Where the training facilities for artists and/or designers (including commercial artists) at the art school attended by such junior artist and/or designer (including commercial artists) make it impracticable for their attendance to be for 7.6 hours every week for a period of 4 years, then for the number of hours and for the period of any prescribed course (with the minimum of 3.8 hours per day each week) as is agreed upon by the organisations party to this Award (in the first instance) or, failing agreement, as determined by an independent arbitrator appointed by such organisations. The training at a recognised art school of a junior artist and/or designer (including a junior commercial artist) shall cease at the end of the calendar year in which the junior's 20th anniversary of their birth is attained.
  - (f) On the production by the junior artist of a certificate from the art school showing that the junior artist has given satisfactory attention to the work of the school for the quarter or other term, then for that term there shall be no deduction from the junior artist's pay for the time of absence.
  - (g) The fees of the art school shall be paid by the employer (unless paid by the State Government).
  - (h) The duties of a junior artist and/or designer (including a junior commercial artist) shall be so arranged by the employer that as the junior progresses in knowledge and skill, their duties shall be varied and they shall from time to time be placed on higher and more skilled work.

- (i) In the event of the employer during the full term of training a junior artist and/or designer:
  - (i) ceasing (by death or otherwise) to carry on the business of art and/or designing in which the junior artist and/or designer is being trained, or
  - (ii) ceasing for a continuous period of 3 months to have the proportion of adult artists and/or designers to junior artists and/or designers (as specified in clause 4.7).
- (j) the employer or the employer's executors, administrators or assigns or one of them shall within one month find and provide some other employer carrying of the same class of business within a radius of 5 kilometres, if any, or if none, if the junior artist and/or designer agree and if an employer can be found, then to some other employer beyond that radius. In the event of an employer not being agreeable to take the junior artist and/or designer or an employer not being discovered who will take the junior artist and/or designer, it shall not be competent for the junior artist and/or designer to continue in the employ of the employer or the employer's executors, administrators or assigns or one of them. The junior artist and/or designer shall thereupon be paid all moneys due to them under this Award. Such moneys referred to herein should be paid by the employer or from the estate of the employer in the event of the employer being deceased.

4.7.8 *Juniors employed on small offset lithographic printing machines*

- (a) The maximum proportion of juniors employed on small offset lithographic printing machines shall be one junior to every 3 or fraction of 3 adult small offset lithographic printing machinists employed and paid as such on the established staff of the employer.
- (b) For the purpose of clause 4.7.8 "the established staff" shall mean the number of adult small offset lithographic printing machinists continuously employed as such by the employer for a period of not less than 6 months immediately prior to the engagement of the junior. In any establishment where apprentices to the trade of "Printing Machining" are employed, those apprentices and persons who have served an apprenticeship to that trade shall be excluded from the calculation of the proportion of juniors employed on small offset lithographic printing machines to adult small offset lithographic printing machinists.
- (c) Where the employer employs apprentices to the trade of "Printing Machining" that employer shall be required (so far as plant and facilities permit) to provide training for such apprentices on small offset lithographic printing machines in accordance with the clauses of the *Training and Employment Act 2000* as amended.

4.7.9 A junior under 16 years of age shall not be employed on overtime.

4.7.10 Subject to the appropriate overtime clauses, an employee under 17 years of age shall be employed only on day work.

**4.8 Apprentices**

4.8.1 *Rates of pay for apprentices* - The minimum rates of pay applicable to apprentices in trade callings covered by this Award shall be calculated as a percentage of the appropriate tradesperson's rate of pay as set out in clause 5.7.

	%
First Year	40
Second Year	55
Third Year	75
Fourth Year	90

*Apprentices in the trade calling of Composing* - Tradesperson's Rate - classification A1

*Apprentices in the trade calling of stereotyping and/or electrotyping* - tradesperson's rate - classification A7

*Apprentices in the trade calling of graphic reproduction* - tradesperson's rate - classifications A9, B1

*Apprentices in the trade calling of graphic prepress*- tradesperson's rate - classifications A1.

*Apprentices in the trade calling of printing machining* - tradesperson's rate - classifications A12, B3

*Apprentices in the trade calling of binding and finishing* - tradesperson's rate - classification A17

*Apprentices in the trade calling of screen printing (stencil preparer)* - tradesperson's rate - classification G1

4.8.2 *Rounding of apprenticeship rates* - The rate of pay for apprentices to trade callings covered by this Award 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.

- 4.8.3 Apprenticeship wage rates shall be in conjunction with the Order for *Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)* as amended from time to time.
- 4.8.4 Notwithstanding clause 5.4.1, a person entering into an apprenticeship in the callings of composition or graphic reproduction on or after 15 July 1995, will be deemed to be indentured to the apprenticeship calling of Graphic Pre-Press and will undertake CN 0221 the Certificate III in Graphic Pre-Press.
- 4.8.5 *Graphic pre-press* - Graphic pre-press represents an amalgamation of the apprenticeship callings of composition and graphic reproduction.
- 4.8.6 Any apprentice, irrespective of the apprenticeship calling they are indentured to, who successfully undertakes CN 0221, Certificate III in Graphic Pre-Press will be entitled to receive from the Training Recognition Council a Certificate of Completion in the apprenticeship calling of Graphic Pre-Press.

#### **4.9 Trainees**

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

#### **4.10 Stand down**

The following is as per the Act.

- 4.10.1 An employer may stand-down an employee on a day or for part of a day, when an employee cannot be usefully employed because of something that has happened:
- (a) for which the employer is not responsible; or
  - (b) over which the employer has no control.
- 4.10.2 The employer may stand-down the employee without pay, unless an industrial instrument provides otherwise.
- 4.10.3 Clause 4.10 does not apply to an apprentice or trainee.

#### **4.11 Anti-discrimination**

- 4.11.1 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.
- 4.11.2 Accordingly in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, the parties to the Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.11.3 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.
- 4.11.4 Nothing in clause 4.11 is to be taken to affect-
- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
  - (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

#### **4.12 Termination of employment**

- 4.12.1 *Statement of employment*

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

#### 4.12.2 *Termination by employer*

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

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

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

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

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

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

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

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

#### 4.12.3 *Notice of termination by employee*

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

(b) Notice may be given in any day of the week provided that the notice given in clause 4.12.3(a) shall not be given so as to take effect concurrently with any annual leave to which the employee may be entitled and such notice or payment in lieu of notice shall be additional to any bonus payable to the employee under clause 7.1 (Annual Leave).

(c) For the purposes of clause 4.12.3, notice given at or before the commencement of any day work or shift work shall commence to run from the beginning of such day or shift and notice given after the commencement of day work or shift work shall not begin to run until the commencement of the next succeeding day or shift.

#### 4.12.4 *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.

### **4.13 Introduction of changes**

#### 4.13.1 *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.

#### 4.13.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their union or unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.13.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### 4.14 **Redundancy**

#### 4.14.1 *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 4.14.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

#### 4.14.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.14.1 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 4.12.
- (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.

#### 4.14.3 *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 4.14.3 '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.

#### 4.14.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.14.1, 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.

#### 4.14.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.14.1, 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.

#### 4.14.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.12.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.14.1(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.

#### 4.14.7 *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.

#### 4.14.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.14.1(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.

#### 4.14.9 *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.

#### 4.14.10 *Employees with less than one year's service*

Clause 4.14 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.

#### 4.14.11 *Employees exempted*

Clause 4.14 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.

#### 4.14.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.14 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.

#### 4.14.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.14.6 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 (transmitter) 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 transmitter, and any prior transmitter, 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 transmitter; and
    - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

- (b) The Commission may amend clause 4.14.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.14.14 *Incapacity to pay*

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

#### 4.14.15 *Employees of Queensland Government Departments and Agencies*

The provisions of clause 4.14 will not apply to employees of Queensland Government departments and agencies to the extent that the provisions of the redundancy arrangement are contained in a Directive issued by the Public Service Commissioner or the Minister for Industrial Relations pursuant to section 34 of the *Public Service Act 1996*, where the Directive provides for entitlements that are superior to those in clause 4.14.

#### **4.15 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.

#### **4.16 Restriction on taking work off the employer's premises**

No work covered by this Award shall be taken off an employer's premises to be executed by any employee of that employer, and no such work shall be taken off an employer's premises to be executed by any other person, except the employer.

Clause 4.16 shall not restrict the right of the employer to have work done in a trade supply establishment.

#### **4.17 Mixed functions**

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

#### **4.18 Incidental or peripheral tasks**

4.18.1 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. All skilled employees when required shall cut their own stock.

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

4.18.3 Any direction issued by an employer under clause 4.18.1 and 4.18.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

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

#### **5.1 Classification definitions**

##### 5.1.1 *Art and/or designing (including commercial art)*

(a) shall, subject to clause 5.1.1(b) of this definition, mean and refer to the work of an employee employed in or in connection with designing, sketching, drawing, tracing, aerographing, keying, colouring photographs, retouching of bromides, reproducing, writing (including ticket writing), lettering, illustrating, commercial art or in copying art work or layouts, or in any way preparing art work or layouts for use or prospective use within the industry;

(b) shall not refer to the work of an employee employed in or in connection with any work on photographic negatives or positives (but not including bromides).

5.1.2 *Compositor* - means and refers to a tradesperson who performs the general trade skills of composition.

5.1.3 *Flexible packaging printing* - means and refers to the printing of flexible packaging material using the flexographic and/or gravure printing process and may include the moulding and mounting of printing plates for flexible packaging printing.

5.1.4 *Flexible packaging materials* - means and refers to packaging material made of paper, paperboard, film (cellulose and the like), plastics, foil and similar materials and combinations being sufficiently flexible for eel feeding through printing, forming or converting machinery.

5.1.5 *Printing machinist (flexible packaging printing)* - means and refers to a person required to exercise general trade skills and who is engaged in the printing of flexible packaging materials using the flexographic and/or gravure printing process but shall not refer to a person covered by any classification described in clauses 5.7.1 and 5.7.2 of this Award other than classifications A12 and B3 "Printing Machinist".

- 5.1.6 *Flexographic printing* - means and refers to a method of rotary letterpress printing for flexible packaging which employs rubber or other types of flexible plates and rapid drying fluid inks.
- 5.1.7 *Gravure printing* - means and refers to a process of printing, for flexible packaging, from a recessed surface, the opposite of letterpress printing, in that the design areas are recessed into the plate instead of being in relief.
- 5.1.8 *Graphic reproduction*
- (a) *Cylinder preparer* - means and refers to a person employed as a "Cylinder Preparer" in any or all of the following group of operations: depositing, grinding, coating, carbon printing, etching and proofing.
  - (b) *Dot etching and retouching* - means and refers to the following group of operations or any of them: aerographing, tracing, stripping, opaquing, staging, dot reducing, retouching, colour correcting negatives and/or positives, and all things incidental thereto.
  - (c) *Image preparer* - means and refers to a person employed as an "Image Preparer" in any or all of the following group of operations: graphic camera operating, transparency duplication, scanner copy preparation, electronic scanning, masking, step and repeat, dot etching, retouching, planning, and proofing.
  - (d) *Lithography and Lithographic* - without limiting the meaning of such words, means and refers to the lithographic processes known as photo-lithography, photo-lithographic, lithographic offset, photo offset, offset, lithography, offset printing, metalithography, metallography, planography, chromolithography, and dry lithography.
  - (e) *Plate preparer* - means and refers to a person employed as a "Plate Preparer" in any or all of the following group of operations: photo imposing, platemaking, planning, stripping, opaquing, step and repeat, plate etching, finishing, proofing, photo-polymer plate production, laser platemaking techniques and duplicate plate production.
- 5.1.9 *Printing machinist* - means and refers to a person employed as a "Printing Machinist" and shall not refer to a person covered by any rate number described in clauses 5.7.1 and 5.7.2 of this Award other than Rate Numbers A12 and B3 "Printing Machinist".

A Printing machinist may be employed on machines in either:

- (a) letterpress and/or lithographic printing; or
- (b) flexible packaging (flexographic and/or gravure) printing and/or gravure printing.

A Printing machinist may be transferred from operating letterpress and/or lithographic printing machines to operating flexible packaging printing (flexographic and/or gravure) machines and/or gravure printing machines and vice versa.

- 5.1.10 *Gravure printing* - means and refers to printing from a recessed surface, the opposite of letterpress printing, in that the design areas are recessed into the plate instead of being in relief and shall include photogravure, rotogravure, colourgravure and gravure printing however designated.
- 5.1.11 *Letterpress printing* - means and refers to printing by direct or offset printing processes from electrotypes, stereotypes, photo-engraved blocks, type, or any other form of printing from a relief surface and shall include printing by multigraph, writer press, roneotype, or similar machines printing from type, stereos, electros, zincos, photo-engraving or the like but shall not apply to printing which is done wholly by ribbon process using a stencil of waxed paper or prepared tissue paper.
- 5.1.12 *Lithographic printing* - means and refers to planeographic printing by direct or offset printing processes from surfaces of stone, rubber, metal, or other material on paper, tin or other material and shall include printing by Multilith, Rotaprint, or any similar type of printing machine but shall not apply to printing which is done wholly by ribbon process using a stencil of waxed paper or prepared tissue paper.
- 5.1.13 *Small offset lithographic printing machines* - means and refers to small-offset lithographic printing machines known by the trade name "A.B. Dick", "Gestelith", "Hamada", "MGD 22", "Multilith", "Romayor", and "Rotaprint" (and any other similar kind of machine) having a sheet size the longest side of which is less than 620 millimetres with the shortest side not exceeding 450 millimetres and with the printing mechanism driven by a motor which is specified by the manufacturer as not exceeding 1.1 kilowatt power.

Nothing herein shall be construed to include the printing machines known by the trade name "Davidson Dualith" or letterpress printing machines of any description.

5.1.14 *Non-Impact printing machine* - means and refers to:

- (a) Non-Impact printing machines used in or in connection with the commercial printing industry but not including non-impact printing machines used solely for photocopying or facsimile transmission; and
- (b) Non-Impact printing machines which employ non-impact printing technology in applying images to paper and or other surfaces and includes (either singularly or in combination) but is not limited to - lasography, inkjet and inkbubble, ion deposition, thermal transfer, xerography, magnetography, cathode ray tube projection, light emitting diode, liquid crystal display; and
- (c) Non-Impact printing machines called electronic printing machines or laser printing machines which use one or more of the above processes. Major manufacturers of this type of equipment include, but are not limited to Canon, Hewlett Packard, Siemens, Rank-Zerox and IBM.

5.1.15 *Paper ruler* - means and refers to a person in charge of any ruling machine or who makes ready, sets pens or discs on the machine, mixes inks, rules proofs or regulates the supply of ink to the machine.

5.1.16 *Screen printing* - means the process of printing and reproducing through a metallic mesh screen or screen made of silk or other material; the preparation of copy including screen art and/or designing and/or the making thereof of all classes of stencils.

5.1.17 *Corrugated and solid fibre board containers* - clause 5.1.17 shall apply only to the classifications set out in the Corrugated and Solid Fibre Board Container section of this Award:

- (a) despatcher - means an employee in a finished goods despatch area whose duties include (but not being the labouring aspects only of such functions), receiving finished goods; assembling or collecting goods in store to satisfy orders, requisitions or schedules, checking goods before despatch for quantity, type or size, handing over goods to the person authorised to receive such goods.
- (b) In addition, such an employee may be required to keep appropriate records. There shall be at least one employee in each finished goods despatch area who is classified as a despatcher.
- (c) Forklift and/or grab truck and/or similar powered machine - means any lifting and/or carrying apparatus for which the holding of a current certificate of competency, permit to learn or authority to operate, is required by relevant legislation.
- (d) Machinist - means, without limiting the generality of that term, the person who, under the direction of the employer is in charge of employees and is responsible for their safety, the efficient operation, care and cleanliness of the equipment and its immediately surrounding areas, the behaviour of the crew (if any) and the setting up, maintenance of quality and output of the machine in accordance with the standards set by the employer.
- (e) Assistant machinist - means a person (who is second in charge of the machine) appointed by the employer to assist the machinist in the performance of any of the duties of the machinist as defined but who is not responsible for taking charge of the machine unless so directed by the employer.
- (f) Any other employee on that machine - means any employee other than the machinist or assistant machinist who is assigned to the machine by the employer to perform work at the direction of the Machinist.
- (g) Single facer machinist - means the person in charge of a single facer either operating in line with a double backer or as a separate unit, making single faced board.
- (h) A printer-slitter - means a machine used for printing, slotting, scoring, and/or slitting and includes printing machines (not being printing attachments) such as Long Way Through Printers and Solid Fibreboard Boxmakers such as the Swift or the Thrissel. A Printer-slitter may have attachments for limited die cutting operations, for example, hand holes and ventilation holes.
- (i) Printing attachment - means a simple printing device incapable of printing on its own but when attached to another machine can perform a limited printing function.
- (j) A storeperson - means an employee in a store whose duties include receiving and/or storing away and/or issuing goods and materials used in connection with the manufacture of corrugated and/or solid fibreboard and/or goods made therefrom (not being the labouring aspects only of such functions); in addition such an employee may be required to keep appropriate records. There shall be at least one employee in each store who is classified as a Storeperson.

## **5.2 Small offset lithographic printing machines**



5.2.1 With regard to printing on machines referred to in clause 5.1.13 nothing herein shall apply to, or in any way regulate, the employment of persons employed by a respondent to this Award where work is produced:

(a) wholly by ribbon process; or

(b) on a machine which is not designed for, or does not incorporate, devices for the adjustment of registration for the purpose of printing in more than one colour, and is for use in connection with an employer's own business and is not for sale. Where 2 or more machines referred to in clause 5.2.1(b) are in use, an employee doing the work of a letterpress machinist and/or the work of a small offset lithographic machinist shall be subject to the clauses of this Award.

### **5.3 Letterpress and lithographic printing conditions**

5.3.1 No employee, other than a printing machinist, or an apprentice, shall mix, match or adapt colours, or make ready, or do other than minor adjustments in the setting of an automatic feeder, on a letterpress or lithographic printing machine.

5.3.2 No printing machinist, operating a lithographic printing machine, shall be required to wash up or clean a machine where it is practicable for the work to be done by some other person.

5.3.3 No printing machinist or apprentice, operating a lithographic printing machine, shall be required to prepare plates or mix colours for a future run or make dampers while that employee's machine is running.

5.3.4 A printing machinist or apprentice operating a lithographic printing machine larger than a double crown machine shall have an apprentice or an assistant of not less than 18 years of age to assist.

5.3.5 No unskilled worker shall mix solutions for washing-out, sensitising, desensitising, or etching, when such solutions are made on the employer's premises.

5.3.6 Plate graining or stone polishing shall be done only by apprentices or adults.

5.3.7 Nothing contained in clauses 5.3.1, 5.3.2, 5.3.3 and 5.3.4 shall apply to small offset lithographic printing machinists acting in the course of their duties under classification A11 appearing in clause 5.7.1 of this Award.

### **5.4 Trade classifications**

5.4.1 Only a qualified tradesperson or an apprentice to the trade shall be employed in any of the following classifications:

(a) Composing, printing machining, graphic reproduction, graphic pre-press, bookbinding and finishing (including paper ruling and guillotine operating), screen printing/stencil preparation and stereotyping unless the employee has served an apprenticeship or has had not less than 4 years' experience in the trade;

(b) In country districts this shall not prevent an employer from employing any person temporarily until a qualified tradesperson is available.

### **5.5 No reduction in pay or status**

Employees to whom this Award applies shall not, by reason of the clauses prescribed, suffer any reduction in their present pay or position.

### **5.6 Payment of wages**

5.6.1 Wages shall be paid by cash, cheque or electronic transfer (as determined by the employer) during working hours. Wages made by electronic funds transfer shall be credited to an employee's account without cost to the employee at the time of transfer.

5.6.2 Time and one-half shall be paid for all non-working time during which an employee is kept waiting for payment of wages except when the delay is for a reason beyond the employer's control.

5.6.3 Wages shall be paid to an employee on any week day in each week and such wages, including payment for any absences authorised by this Award, shall be paid not later than 2 clear days after the end of the pay week in respect of which they have become due. Where overtime is worked within one day of the end of a pay period such overtime may be paid to the employee in the next pay week.

### **5.7 Wage rates**

5.7.1 Subject to clause 4.2, the following minimum rates of pay shall apply in all printing establishments as defined in

this Award, other than those set out in clause 5.7.2:

*Adult employees*

Classification	Excess Payment	Award rate per week
	\$	\$
A1 Compositor (5B)		682.00
A2 Keyboard Operator/Assembler (4)	13.70	662.00
A3 Proof readers and/or revisers who have served three years in the reading or composing room (4)	13.70	662.00
A4 Adult proof readers who have served less than three years in the reading or composing room (3F)	9.10	636.50
A5 Engineer being qualified and competent to undertake adjustment and repair of any machinery on the employer's premises (5B)		682.00
A6 Composing machine mechanic whether under the control of a foreperson or not who is competent to maintain a typesetting machine in an efficient state, do any adjustments and also replacements (5B)		682.00
A7 Stereotyper and electrotypers (5A)		682.00
A8 Artist/designer (including commercial artist) (4)	15.40	663.70
A9 Graphic Reproduction		
(a) Image Preparer (5B)		682.00
(b) Plate Preparer (5B)		682.00
(c) Cylinder Preparer (5B)		682.00
A10 Non Impact Printing Machinist (4)	10.70	659.00
A11 Small Offset Lithographic printing machinist (4)	10.70	659.00
A12 Printing Machinist (5A)		682.00
A13 Printing Machinist in Charge (in Daily, Tri-Weekly and Sunday Newspapers Commercial Printing and Departments of such only) (5B)		682.00
A14 Assistant on a printing machine directly assisting a printing machinist for whom a wage is prescribed by this Award at not less than the wage prescribed for a printing machinist (2C)	7.00	611.90
A15 Monotype attendants in charge (4)	10.70	659.00
A16 Monotype attendants (2B)	3.90	608.80
A17 Binder and Finisher (Bookbinding and/or Finisher and/or Guillotine Operator and/or Paper Ruler)(5A)		682.00
A18 Quarter Binders (2B)	3.40	608.30
A19 Employee employed on any one or more of the following operations: Folding, paging, numbering, perforating, gathering, collating, interleaving, tipping-in and tipping on (but not joining sheets for account books), wire stapling, edge staining (excepting the staining of otherwise colouring of the edges of cards and the edges of books other than those books that are quarter bound cut flush with turned-in paper sides or are cut flush and not turned-in) (2B)	3.40	608.30
A20 Storeperson, packer and/or despatcher (3A)		627.40
A21 Employee operating a forklift and/or grab truck and/or similar powered machine (3B)		627.40
A22 Publishers wholly or principally engaged in dispatch or mails (in Daily, Tri-weekly and Sunday Newspapers and Commercial Printing Departments of such only) (2C)	7.40	612.30
A23 Adult employees not otherwise provided for (1)	3.40	595.80

5.7.2 Subject to clause 4.3, the minimum rate of wages payable to the following classes of employees employed in or in connection with Cardboard Box, Container and Carton Making, Corrugated and Solid Fibre Board Manufacturing and any Printing Section associated with the aforementioned operations, shall be as follows:

*Adult employees*

Classification	Excess Payment	Award rate per week
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	\$	\$
<i>Printing section</i>		
B1		
(a)		682.00
(b)		682.00
(c)		682.00
B2	15.40	663.70
B3		682.00
B4		
	7.00	611.90
B5		627.40
B6		627.40
B7		627.40
B8	0.60	593.00

*Cardboard box, Container and Carton Section*

C1	15.40	663.70
C2	7.00	611.90
C3		627.40
C4		
	7.00	611.90
C5	7.00	611.90
C6		
	7.00	611.90
C7	0.20	605.10
C8		
	0.80	605.70
C9		
	0.80	605.70
C10	10.50	615.40
C11		
	7.00	611.90
C12		
	3.10	608.00
C13	0.20	605.10
C14	0.20	605.10
C15	0.20	605.10
C16		
(a)		604.90
(b)		604.90
C17		604.90
C18		604.90
C19		604.90
C20		604.90
C21		604.90
C22		627.40
C23		627.40
C24		627.40
C25	0.60	593.00

*Paper Cutting, Paper Working, Paper Products Working and*

*Despatching (in the Finished Goods Area) Industry Section*

D1	Paper pattern assembler and/or folder and/or checker (2A)		604.90
D2	Employee employed on any one or more of the following operations: Folding, paging, numbering, perforating, gathering, collating, inter-leaving, wrapping, sealing, addressing, mail sorting, stamping, inserting, security paper working, wire stapling, envelope working (2A)		604.90
D3	Employee employed directly in connection with direct mail systems work, addressograph work, paper products work and machine work in or in connection with enveloping, sealing, automatic addressing and/or wrapping (2A)		604.90
D4	Cutter of paper patterns when working with machine, ban, blade or saw (2C)		604.90
D5	Storeperson (3A)		627.40
D6	Packer and/or despatcher (3A)		627.40
D7	Employee operating a forklift and/or grab truck and/or similar powered vehicle (3B)		627.40
D8	Cutter of paper patterns in charge of and working a heavy-duty or similar electric cutter (3E)		627.40
D9	Any other adult employee (1)	0.60	593.00

*Corrugated and Solid Fibreboard Container Section*

E1	Employee on a corrugator		
	(a) Single facer machinist (2C)	9.60	614.50
	(b) Double back glue station machinist (2B)	4.30	609.20
	(c) In charge of slitter, scorer and cut off unit (3C)		627.40
	(d) Assistant on slitter, scorer and cut off unit when an assistant is needed (2B)	1.70	606.60
	(e) Any other employee on that machine (2A)		604.90
	(f) When an employee who is engaged on the work of classification (a), (b) or (c) is required to act as the co-ordinator on a corrugator such an employee shall be paid \$3.38 per week in addition to the wage prescribed for this classification. Such \$3.38 per week shall be part of such an employee's ordinary wage for all purposes of the Award.		
E2	Employee on a corrugator making double faced corrugated board in one pass (one single main drive facer tight web machine driven by a single main drive motor)		
	(a) Machinist (3C)		627.40
	(b) Assistant machinist (2B)	4.30	609.20
	(c) Any other employee on that machine (2A)		604.90
E3	Employee on a single faced corrugator board slitter and/or rewinder and/or chopping machine when such a machine is not used in line with a single faced machine		
	(a) Machinist (2B)	1.70	606.60
	(b) Any other employee on that machine (2A)		604.90
E4	Employee on a solid fibreboard passing machine		
	(a) Machinist (2C)	9.60	614.50
	(b) Assistant machinist (2B)	1.70	606.60
	(c) Any other employee on that machine (2A)		604.90
E5	Employee operating an adhesive mixing unit including storage and circulating systems (2B)	1.70	606.60
E6	Employee on a printer-slotter		
	(a) Machinist (3C)		627.40
	(b) Assistant machinist (2B)	1.70	606.60
	(c) Any other employee on that machine (2A)		604.90
E7	Employee on a printer- slotter with inline folder-gluer and/or folder-taper and or die cutter		
	(a) Machinist (3C)		627.40
	(b) Assistant machinist (2B)	4.30	609.20
	(c) any other employee on that machine (2A)		604.90
E8	Employee on a slitting and/or slotting and/or bending and/or scoring rotary machine which may include a printing attachment		

	(a) Machinist (2B)	1.70	606.60
	(b) Any other employee on that machine (2A)		604.90
E9	Employee away from the printing machine positioning and mounting printing plates on backing sheets including grinding (2C)	9.60	614.50
E10	Employee on a slitting and/or scoring and/or slit scoring machine		
	(a) Machinist (2B)	1.70	606.60
	(b) Any other employee on that machine (2A)		604.90
E11	Employee on a flat cutting machine		
	(a) Machinist (2B)	1.70	606.60
	(b) Any other employee on that machine (2A)		604.90
E12	Employee on a slotting and/or punching and/or chopping and/or bending machine (non rotary)		
	(a) Machinist (2B)	1.70	606.60
	(b) Any other employee on that machine (2A)		604.90
E13	Employee on a wire stitching machine and/or taping machine and/or gluing machine		
	(a) Machinist (2B)	1.70	606.60
	(b) Any other employee on that machine (2A)		604.90
E14	Employee on a folder-gluer and/or folder-taper which may slot score or slit		
	(a) Machinist (2B)	4.30	609.20
	(b) Assistant machinist (when machine slots, slits or scores) (2B)		604.90
	(c) Any other employee on that machine (2A)		604.90
E15	Employee on a platen die-cutting machine (2B)	4.30	609.20
E16	Employee on a rotary and/or cylinder flat bed and/or autoplaten die-cutting machine		
	(a) Machinist (2C)	9.60	614.50
	(b) Assistant machinist (2B)		604.90
	(c) Any other employee on that machine (2A)		604.90
E17	Machine setter, that is an adult employee not being a machinist or an operator, whose duty it is to set up machines for the employees covered by classification E34 (2B)	4.30	609.20
E18	Board sawyer engaged in connection with corrugated and/or solid fibreboard		
	(a) Operator (2B)		604.90
	(b) Any other employee on that machine (2A)		604.90
E19	Employee on a partition slotting and/or pad chopping and/or liner making machine		
	(a) Machinist (2B)	1.70	606.60
	(b) Any other employee on that machine (2A)		604.90
E20	Employee on an automatically fed partition assembling machine		
	(a) Machinist (2B)	1.70	606.60
	(b) Any other employee on that machine (2A)		604.90
E21	Employee on a manually fed partition assembling machine		
	(a) Machinist (2B)		604.90
	(b) Any other employee on that machine (2A)		604.90
E22	Employee assembling partitions by hand (2A)		604.90
E23	Employees engaged in hand work including gluing out and/or making built up pads and/or fitments and/or labelling and/or affixing pre-printed sheets to corrugated and/or solid fibreboard and/or inserting ties, tags, pulls and/or similar work (2A)		604.90
E24	Employee on a roller coating or curtain dipping machine		
	(a) Machinist (2B)	1.70	606.60
	(b) Any other employee on that machine (2A)		604.90
E25	Employee on a press seal adhesive applying machine		
	(a) Machinist (2B)	1.70	606.60
	(b) Any other employee on that machine (2A)		604.90
E26	Employee on a reel and/or sheet feed laminating machine used in connection with corrugated and/or solid fibreboard		
	(a) Machinist (2B)	1.70	606.60
	(b) Any other employee on that machine (2A)		604.90
E27	Artist and/or designer (including) commercial artist (4)	15.40	663.70
E28	Employee engaged in moulding rubber printing plates		

	including grinding and mounting (4)	10.60	658.90
E29	Employee cutting rubber printing plates and/or transferring or rubbing down prepared art work to laminated rubber and including grinding (3C)		627.40
E30	Employee engaged in sample making including structural design (3C)		627.40
E31	Employee on a sample making machine and/or making samples with hand tools but not designing (2B)	1.70	606.60
E32	Employee engaged in making cutting dies (flat or curved) (3C)		627.40
E33	Employee engaged in hand stripping away from the machine (2A)		604.90
E34	Employee on a stripping machine when such machine is not in line with a die cutting machine (2A)		604.90
E35	Employee on a palletiser and/or tying machine when such machine is not in line with other equipment		
	(a) Operator (2B)		604.90
	(b) Any other employee on that machine (2A)		604.90
E36	Employee away from the production machine or production operation engaged in manually tying bundles and/or manually bailing (2A)		604.90
E37	Store employees		
	(a) Storeperson (3A)		627.40
	(b) Any other employee in the store (2A)		604.90
E38	Dispatch employees		
	(a) Despatcher (3A)		627.40
	(b) Any other employee in the dispatch area (2A)		604.90
E39	Employee operating a forklift and/or grab truck and/or similar powered machine (3B)		627.40
E40	Power press baler		
	(a) Operator (2B)		604.90
	(b) Any other employee on that machine (2A)		604.90
E41	Employee working any other kind of machine		
	(a) Machinist (2A)		604.90
	(b) Any other employee on that machine (2A)		604.90
E42	Any other adult employee (1)	0.60	593.00

*Bag Making Section including bags made of paper and/or cellulose film and/or plastics and/or similar materials)*

F1	Guillotine machine operator (2C)	7.00	611.90
F2	Bag machinist (2C)	7.00	611.90
F3	Bag machinist where machine has printing attachment (3D)		627.40
F4	Hand-made bag maker (2A)		604.90
F5	Bag making minder, and employees threading bag making material, looking after paste boxes or catching and stacking bags (2A)		604.90
F6	Bag machine minder, if with stringing attachment and without assistants (2A)		604.90
F7	Employee working a pastemaking machine (2A)		604.90
F8	Employee working any other kind of machine (2A)		604.90
F9	Employee operating a forklift and/or grab truck and/or similar powered machine (3B)		627.40
F10	Storeperson (3A)		627.40
F11	Packer and/or despatcher (3A)		627.40
F12	Any other adult employee (1)	0.60	593.00

*Screen Printing Section*

G1	Stencil preparer, i.e., an employee engaged in the manufacture of photographic stencils and/or stencils cut by hand, including tracing from master sketches or designs for use in screen printing (5A)		682.00
G2	Power-driven printing machine operator (3D)		627.40
G3	Screen attendant, i.e., an employee engaged on or in connection with any of the following operations. The mixing and matching of colours, removing ties, applying stencils, making and/or preparing screens, applying colour to any		

	surface through a screen and/or cutting stencils by any automatic or hand-press method (2B)	0.80	605.70
G4	Employee operating a forklift and/or grab truck and/or similar powered machine (3B)		627.40
G5	Storeperson (3A)		627.40
G6	Packer and/or despatcher (3A)		627.40
G7	Any other adult employee (1)	0.60	593.00

#### *Toilet Paper Making Section*

H1	Toilet roll automatic core making machine (2B)	0.20	605.10
H2	Toilet paper creping machinist (2B)	0.20	605.10
H3	Toilet roll slitting and rewinding machinist (2B)	0.20	605.10
H4	Employee controlling toilet roll slitting and rewinding machine (2A)		604.90
H5	Employee controlling toilet roll slitting, rewinding and creping machine (2A)		604.90
H6	Employee labelling, wrapping and/or packing toilet rolls (2A)		604.90
H7	Toilet paper oval roll slotting machinist (2A)		604.90
H8	Employee operating a forklift and/or grab truck and/or similar powered machine (3B)		627.40
H9	Storeperson (3A)		627.40
H10	Packer and/or despatcher (3A)		627.40
H11	Employee in charge of, or who supervises, directs, or is responsible for the work of:		
	(a) From 3 to 8 employees (both inclusive) (2A)	2.20	607.10
	(b) From 9 to 15 employees (both inclusive) (2B)	6.90	611.80
	(c) Over 15 employees (2C)	9.40	614.30
H11A	Any other adult employee (1)	3.40	595.80

#### *Ink Making Industry Section*

I1	Roller mill hand (2B)	0.20	605.10
I2	Ball mill loader and/or dumper (2B)	0.20	605.10
I3	Ball mill hand who weighs (3E)	2.60	630.00
I4	Mixer (2B)	0.20	605.10
I5	Mixer who weighs (3E)	2.60	630.00
I6	Varnisher and/or resin and/or oil cooker (3E)	2.60	630.00
I7	Varnisher and/or resin and/or oil cooker's assistant (3A)		627.40
I8	Dye Cooker (3A)		627.40
I9	Roller maker (3E)	2.60	630.00
I10	Roller maker's assistant (2B)	0.20	605.10
I11	Employee operating a forklift and/or grab truck and/or similar powered vehicle (3B)		627.40
I12	Storeperson (3A)		627.40
I13	Packer and/or despatcher and/or labeller (3A)		627.40
I14	Caustic drum washer (3A)		627.40
I15	Drum and/or tub washer (2A)		604.90
I16	Any other adult employee (1)	3.40	595.80

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.

## **5.8 Division and district definitions and allowances**

5.8.1 In this Award, the area referred to as "Southern and Central Division" shall comprise all that portion of the State of Queensland south of parallel 22 degrees 30 minutes south latitude, except the district of Brisbane as defined in the *City of Brisbane Act 1924*.

- 5.8.2 In this Award, the area referred to as "Northern Division" shall comprise all that portion of the State of Queensland north of parallel 22 degrees 30 minutes south latitude, but shall not include the city of Mackay.
- 5.8.3 In this Award, the area referred to as the "Brisbane District" shall comprise the area defined in the *City of Brisbane Act 1924*.
- 5.8.4 All adult employees in the Northern Division who are employed to the west of meridian 145 degrees east longitude shall be paid \$3.25 per week in addition to the wages prescribed in clauses 5.7.1 and 5.7.2 of this Award.
- 5.8.5 All adult employees in the Northern Division who are employed to the east of meridian 145 degrees east longitude (except those employed in the city of Mackay) shall be paid \$1.05 per week in addition to the wages prescribed in clauses 5.7.1 and 5.7.2 of this Award.
- 5.8.6 All adult employees in the city of Mackay shall be paid \$0.90 per week in addition to the wages prescribed in clauses 5.7.1 and 5.7.2 of this Award.

## **5.9 Allowances**

### *5.9.1 Bronzing or dusting-off*

- (a) An employee employed in bronzing by hand or dusting-off of bronze by hand shall be paid 36.6c an hour in addition to any other payments prescribed by this Award.
- (b) An employee employed in bronzing or dusting-off of bronze by hand for 2 hours or more in any morning or afternoon period shall be supplied by the employer with a half litre of milk free of charge during each period so employed.

### *5.9.2 First aid attendant*

An employee appointed as first-aid attendant shall be paid \$12.30 per week in addition to any other payments prescribed by this Award.

### *5.9.3 Leading hands*

- (a) A leading hand who is appointed to supervise the work of from 3 to 10 employees shall be paid the sum of \$23.10 per week extra. A leading hand who is appointed to supervise the work of more than 10 employees shall be paid the sum of \$35.20 per week extra.
- (b) The allowances expressed in clause 5.9.3 (a) shall not apply to persons who perform supervisory duties pursuant to classification H11 of this Award, and whose minimum rate of pay inclusive of supervisory margins shall instead be as set out within that classification.

## **5.10 Excess payments**

The excess payments set out in clause 5.7 identify the amount by which the minimum rate for any given classification exceeds the agreed relativity for that class of work and those amounts will not be subject to adjustment.

## **5.11 Occupational superannuation**

5.11.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees, as defined herein, shall be entitled to Occupational Superannuation Benefits, subject to clause 5.11.2.

### *5.11.2 Contributions -*

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%.

- (a) The employer shall not be required to pay Superannuation contributions on behalf of any eligible employee in respect of any week during which such employee receives less than 10 hours pay in ordinary time earnings.
- (b) 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. If a weekly engaged full-time or part-time employee leaves the employer's service within the first four weeks of engagement, the employer shall not be required to make contributions in respect of that employee.

### 5.11.3 Definitions

- (a) *Ordinary time earnings* - means the actual ordinary rate of pay the employee receives for the ordinary hours of work performed and includes supervisory allowances. Overtime, holiday penalty rates, laundry, disability allowances, fares and travelling time and other extraneous payments including bonuses and commissions are not included in the calculation of ordinary time earnings.
- (b) An "Approved Occupational Superannuation Scheme or Fund" shall be:
  - (i) Printing Industry Superannuation Fund (Print Super);
  - (ii) Sunsuper;
  - (iii) Such "other" Scheme or Fund as may be agreed upon between an employer and the Union of employees party to this Award and recorded in an approved Industrial Agreement or schedule to this Award as provided for in 5.11.4; or
  - (iv) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115(1) of the Act and who are employed by an employer who also belongs to that fellowship, any Fund nominated by the employer and approved by the Brethren.
  - (v) Any Fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115(1) of the Act 1999 where membership of a Fund cited in an Award would be in conflict with the conscientious beliefs of that employee in terms of section 115(1)
- (c) "Eligible employee" means any employee who has been employed by the employer during 4 consecutive weeks and who has worked a minimum of 40 hours during that period. After completion of the above qualifying period, superannuation contributions shall be made in accordance with clause 5.11.2 effective from the commencement of that period.

5.11.4 The scheme or funds recorded in Schedule 1 are in accordance with the requirements of the pre-existing Award, namely, any employer who wished to utilise a Scheme or Fund to which it was contributing on or before 1 July 1989, needed to apply to the Commission for approval of such Scheme or Fund, prior to 1 July 1989.

5.11.5 *Freedom of choice* - Except as otherwise provided for herein, no employer shall be required to make contributions into more than one fund at any time. Employees including those in existing schemes or funds covered by clause 5.11.3(b)(iv) shall have the right to choose to have contributions specified in clause 5.11.2 above paid into any scheme or fund provided for in clause 5.11.3(b) as decided by a majority of the employees to whom clause 5.11 applies.

5.11.6 *Cessation of contributions* - An employer shall not be required to make any further contributions on behalf of an eligible employee after the end of the day upon which the contract of employment ceases to exist.

5.11.7 *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 Scheme or Fund apart from remission of contributions on a monthly basis.

### 5.11.8 Exemption

- (a) An employer may apply to the Commission for exemption from clause 5.11 on the grounds of:
  - (i) Incapacity to pay the costs associated with its implementation; or
  - (ii) special or compelling circumstances peculiar to the business.
- (b) An employer may apply to the Commission for relief from the specification of Funds listed in clause 5.11.3(b) where employees working under this Award are a distinct minority within the establishment's workforce and/or an undue multiplicity of Funds would otherwise result.

5.11.9 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.

- (a) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
- (b) A person must not coerce someone else to make an agreement.

- (c) 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 (inspection of time and wage records) of the Act.
- (d) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.1.

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

### **6.1 Definitions, ordinary hours of work - day workers**

- 6.1.1 *Week* - shall be deemed to be any period of ordinary working hours not exceeding an average of 38 hours over specified cycles as set out in clause 6.2.
- 6.1.2 *Daily newspaper office* - is an office where a daily newspaper is printed and published on at least 5 days per week.
- 6.1.3 *Commercial printing office* - is an office where general commercial work is executed and weekly and other papers (including Saturday and Sunday newspapers) and periodicals are printed, or where trade work is done for such offices. Any establishments, place or office where printing work of any description is done which is not provided for in this or any other Award shall be deemed to be a commercial printing office.

### **6.2 Maximum daily ordinary hours**

- 6.2.1 For the purposes of this Award "day work" is work (other than overtime work) performed by an employee between the hours of 6.15 a.m. and 6.00 p.m. save and except work performed by an employee employed to clean the premises, and by the Linotype Mechanic or other employee who attends to arrange the heating of linotype or like metal pots or other heating apparatus for the machines or building, whose hours may be between the hours of 5.45 a.m. and 6.00 p.m.
- 6.2.2 The ordinary hours of work for day work shall not exceed an average of 38 hours per week or an average of 7 hours 36 minutes per day.
- 6.2.3 Subject to clause 6.3 (Implementation of shorter hours), the ordinary hours of day work subject to the exceptions provided in clauses 6.2.5 and 6.2.6 shall not exceed 8 3/4 hours per day within a work cycle arranged on one of the following bases:
  - (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
  - (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (d) 152 hours within a work cycle not exceeding 28 consecutive days; or
  - (e) any other work cycle as agreed pursuant to clause 6.3.6 dealing with the banking of rostered days.
- 6.2.4 The ordinary hours of day work, subject to the exception provided in clause 6.2.7, shall be worked on not more than 5 days Monday to Friday inclusive of each week and may be arranged on any of the days or all of the days of each week, Monday to Friday inclusive.
- 6.2.5 Subject to clause 6.3 the ordinary hours of day work performed by an employee notwithstanding clause 6.2.3, can be extended by agreement between the employer and the majority of employees at the plant or work section or sections concerned beyond 8 3/4 and up to 10 hours per day between the hours of 6.15 a.m. and 6.00 p.m. on any day Monday to Friday inclusive.
- 6.2.6 Subject to clause 2.1 (Enterprise Flexibility) and notwithstanding clauses 6.2.1, 6.2.3 and 6.2.5, an employee may work ordinary hours outside the hours 6.15 a.m. and 6.00 p.m. and/or in excess of 10 hours and up to 12 hours. Where 12 ordinary hours of work on any day are introduced, the terms of agreement shall also be subject to:
  - (a) the employer, industrial organization and employees concerned being guided by the occupational health and safety clauses of the ACTU Code of Conduct on Twelve Hour Shifts;
  - (b) proper health monitoring procedures being introduced;
  - (c) suitable roster arrangements being made; and

(d) proper supervision being provided.

6.2.7 Subject to clause 2.1 (Enterprise Flexibility) and notwithstanding clause 6.2.4, ordinary hours of work may be arranged on any day of the week including Saturday and Sunday.

6.2.8 *Fixation and change of hours:*

(a) The daily working hours of each employee employed on day work shall be as determined by the employer:

Any alteration to the duration and/or the usual commencing time of the meal period of employees should be made only as provided in clause 6.9 (Meal Period).

(b) Working hours once having been fixed pursuant to clause 6.2.8(a), shall not be changed until at least one week of actual operation, the alteration of the working hours may be effected in accordance with clause 6.6 (Posting of Rosters).

6.2.9 *Posting of working hours* - The daily working hours of each work room, including the meal period and the name and working hours of each employee employed in that work room whose hours differ therefrom, shall be conspicuously displayed in such work room.

Any alteration to the duration and/or the usual commencing time of the meal period of employees should be made only as provided in clause 6.9 (Meal Period).

### **6.3 Implementation of shorter hours**

6.3.1 Methods of implementation of ordinary working hours day apply differently to various groups or sections of employees in the plant or establishment concerned.

6.3.2 In each plant an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, to reach agreement on the method of implementation.

6.3.3 In absence of agreement at plant level in respect to the implementation of ordinary working hours, the following procedure shall be applied without delay:

(a) Consultation shall take place within the particular establishment concerned;

(b) If agreement is unable to be reached at establishment level, the matter shall be referred to the state secretary of the Union or the state secretary's deputy, at which level a conference of the parties shall be convened without delay;

(c) In the absence of agreement either party shall refer the matter to the Commission for resolution;

(d) While the above procedure is being followed work shall continue normally in accordance with this Award.

6.3.4 *Days off* - Where pursuant to clause 6.3.7(c) and 6.3.7(d) an employer adopts a system of work which entitles an employee to a day off during the work cycle, clause 6.3.4(a)(b)(c)(d) shall apply:

(a) An employer and an employee or the majority of employees at the plant or work section or sections concerned may by agreement substitute the day the employee or employees concerned are to take off during a work cycle for another day.

(b) An apprentice who is required to attend trade school on a rostered day off shall be entitled to a substitute day as soon as practicable following the attendance at TAFE.

(c) Except as provided in clause 6.3.4(a) work performed on a rostered day off or shift off shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter in the case of day work non-continuous shift work and five day continuous shift work.

(d) Where an employee's rostered day off falls on a public holiday prescribed in clause 7.7 of this Award, the employee shall, within 3 months of the date of that public holiday be given an alternative working day off in lieu of the day off which falls on the public holiday.

6.3.5 *Notice of days off* - Except as provided in clause 6.3.4(a) and clause 6.3.6, in cases where, by virtue of the arrangement of their ordinary hours, an employee in accordance with clauses 6.3.7(c) and 6.3.7(d), is entitled to a day off during their work cycle, such employee shall be advised by the employer at least 4 weeks in advance of the weekday which the employee is to take off. A lesser period of notice may be agreed by the employer and the majority of employees in the plant or work section or sections concerned.

6.3.6 *Banking of rostered days/shifts* - By agreement between the employer and employee or majority of employees at the plant or work section or sections concerned, rostered days/shifts off may be accumulated (banked) up to a maximum of 5 days/shifts and shall be entitled to be taken in a manner agreed upon between the employer and the employee or the majority of employees prior to the first of such day/shifts accumulating.

6.3.7 *Implementation of ordinary working hours* - The method of implementation of the ordinary hours of work may be any one of the following:

(a) by employees working a constant number of ordinary hours each day; or

(b) by fixing one day a week on which employees work a lesser number of ordinary hours:

Provided that the ordinary hours worked on that day constitute no less than 4;

(c) by fixing one or more days on which all employees will be off during a particular work cycle; or

(d) by rostering employees off on various days of the week during a particular work cycle so that each employee has one or more days off during that cycle.

## **6.4 Shift work**

### *6.4.1 Definitions*

(a) "Afternoon shift" means any shift finishing after 6.00 p.m. and at or before 12.45 a.m.

(b) "Night shift" means any shift finishing subsequent to 12.45 a.m. and at or before 10.00 a.m.

(c) "Morning shift" means any shift commencing at or after 5.00 a.m. and prior to 6.15a.m. but nothing in this definition shall cause an employee working in accordance with clause 6.2.1 to be deemed to be working on morning shift.

(d) "Continuous shift work" means work carried on with consecutive shifts of employees throughout the 24 hours of each day without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

### *6.4.2 Hours, non-continuous shift work*

(a) The ordinary hours for non-continuous shift work shall not exceed an average of 38 per week or an average of 7 hours 36 minutes per shift.

(b) The ordinary hours for non-continuous shift work, subject to the exception provided in clause 6.4.2(d), shall be worked on not more than 5 days Monday to Friday inclusive of each week and may be arranged on any of the days or all of the days of each week, Monday to Friday inclusive.

(c) Work performed by an employee on afternoon shift or night shift commencing on a Friday may continue into the Saturday for the remaining ordinary hours of work which commenced on the Friday without payment of overtime rates.

(d) Subject to clause 2.1 (Enterprise Flexibility) and notwithstanding clause 6.4.2(b), ordinary hours of shift work may be arranged on any day of the week including Saturday and Sunday.

6.4.3 Subject to clause 6.3 (Implementation of shorter hours) of this Award, the ordinary hours for non-continuous shift work subject to the exception provided in clauses 6.4.4 and 6.4.5, shall not exceed 8 3/4 hours per shift within a work cycle arranged on one of the following bases:

(a) 38 hours within a work cycle not exceeding 7 consecutive days; or

(b) 76 hours within a work cycle not exceeding 14 consecutive days; or

(c) 114 hours within a work cycle not exceeding 21 consecutive days; or

(d) 152 hours within a work cycle not exceeding 28 consecutive days; or

(e) any other work cycle as agreed pursuant to clause 6.3.7 dealing with the banking of rostered days.

6.4.4 Subject to clause 6.3 (Implementation of shorter hours), the ordinary hours for non-continuous shift work performed by an employee notwithstanding clause 6.4.3, can be extended by agreement between the employer

and the majority of employees at the plant or work section or sections concerned beyond 8 3/4 hours and up to 10 hours per shift on any day Monday to Friday inclusive.

6.4.5 Subject to clause 2.1 (Enterprise flexibility) and notwithstanding clauses 6.4.3 and 6.4.4, an employee may work ordinary hours of afternoon shift work and night shift work in excess of ten hours and up to twelve hours per shift. Where a 12 hour shift is introduced, the terms of agreement shall also be subject to:

- (a) the employer, industrial organization and employees concerned being guided by the occupational health and safety clauses of the ACTU Code of Conduct on Twelve Hour Shifts;
- (b) proper health monitoring procedures being introduced;
- (c) suitable roster arrangements being made; and
- (d) proper supervision being provided.

6.4.6 *Hours, continuous shift work*

- (a) The ordinary hours of work for continuous shift work subject to the exceptions provided in clauses 6.4.6(d), 6.4.6(e) and 6.4.8 shall not exceed 8 hours on any of the three shifts worked in each 24 hours and shall not exceed an average of 38 per week within a work cycle not exceeding 28 consecutive days or over such longer period as may be agreed between the employer and the majority of employees at the plant or work section or sections concerned.
- (b) The ordinary hours for continuous shift work in a roster cycle that prescribes "morning shift", "afternoon shift" and "night shift", subject to the exception provided in clause 6.4.6(f), shall be worked on not more than 5 days Monday to Friday inclusive of each week and may be arranged on any of the days or all of the days of each week Monday to Friday inclusive.
- (c) Work performed by an employee on continuous shift work commencing on a Friday may continue into the Saturday for the remaining ordinary hours of work which commenced on the Friday without payment of overtime rates.
- (d) The ordinary hours of shift work performed by an employee notwithstanding clause 6.4.6(a), can be extended by agreement between the employer and the majority of employees at the plant or work section or sections concerned beyond 8 hours and up to 10 hours per shift on any day Monday to Friday inclusive.
- (e) A roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.
- (f) Subject to clause 2.1 (Enterprise Flexibility) and notwithstanding clause 6.4.6(b), ordinary hours of continuous shift work may be arranged on any 5, 6 or 7 days of the week Monday to Sunday inclusive.

6.4.7 Shift workers whilst recognising their obligations to continue at work until relieved shall not be required to work more than 2 consecutive shifts. The employer shall avoid double shifts as far as possible by using every endeavour to arrange reliefs, and shall limit the number of double shifts worked by an employee to one in any week except in unavoidable circumstances.

6.4.8 Subject to clause 2.1 (Enterprise Flexibility) and notwithstanding clauses 6.4.6(a), 6.4.6(d), and 6.4.6(e), an employee may work ordinary hours of continuous shift work in excess of 10 hours and up to 12 hours per shift. Where a 12 hour shift is introduced the terms of agreement shall also be subject to:

- (a) the employer, industrial organization and employees concerned being guided by the occupational health and safety clauses of the ACTU Code of Conduct on Twelve Hour Shifts;
- (b) proper health and monitoring procedures being introduced;
- (c) suitable roster arrangements being made;
- (d) proper supervision being provided.

6.4.9 *Meal break - continuous shift work* - All employees employed on continuous shift work shall, on the shift on which they are employed, be permitted and shall take a meal break of 30 consecutive minutes and such meal break shall be counted as time worked and paid as such.

6.4.10 *Change of working periods*

- (a) An employee who during the course of a week's work is transferred from day work to night shift or from



shall be overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.

Where an employee receives a rate of wages in excess of the minimum rate prescribed in this Award for that employee's classification, the overtime payable to such employee shall be calculated on the actual weekly rate of wages paid, at the relevant time, to the employee concerned and not on the basis of the minimum rate prescribed in this Award for that employee's classification.

- 6.7.2 An employee who has worked overtime shall be granted a break of at least 10 hours between the time of ceasing work and the time of commencing work on that employee's next shift and no deduction shall be made from the employee's pay because of any time lost by reason of such break. If a break of 10 hours is not given to such an employee, the employee shall be paid at the rate of double time for all time worked until a break of not less than ten hours has been received.
- 6.7.3 Unless worked as ordinary time in accordance with clauses 6.2 and 2.1 (Enterprise flexibility) of this Award, all time worked in daily newspaper offices after noon on Saturday shall be paid for at the rate of double time.
- 6.7.4 Unless worked as ordinary time in accordance with clauses 6.2 and 2.1 (Enterprise flexibility) of this Award, in all other offices governed by this Award including the commercial printing departments of newspaper offices, all time worked between the hours of noon on Saturday and 6.15 a.m. on the following Monday shall be paid for at double rates.
- 6.7.5 Employees in a daily newspaper office who are required to work on a rostered day or night off shall be paid for the time so worked at the rate of double time.
- 6.7.6 A junior under sixteen years of age shall not be employed on overtime.
- 6.7.7 *Thirty-six hour break*

An employee who is required to work more than 5 consecutive days, if a day work employee, or 5 consecutive shifts if a shift work employee without a clear interval from work of 36 hours after the fifth day or shift, shall be paid double time or double rate for all work performed by the employee after the fifth day or shift until the employee shall have had such clear interval of 36 hours. If an employee is stood off for any period during the ordinary working week in order to allow a 36 hour break, there shall be no reduction in that employee's weekly wage.

6.7.8 *Employee missing usual conveyance*

Clause 6.7.8 only applies to employees employed in the Brisbane District as defined in clause 5.8.3. Whenever the finishing time of any employee working overtime or working on any temporary night shift is such as to cause the employee to miss their usual means of conveyance home, that employee shall be conveyed home in a suitable manner, without delay, at the expense of the employer.

## **6.8 Calls**

- 6.8.1 All employees who are required to work in connection with "calls" for extra-ordinary or special purposes shall, in addition to payment at rates provided in this Award for the work done, be paid for not less than 2 hours at the time rate of their particular class of employment.
- 6.8.2 A "call" shall mean when an employee is sent for (after the employee has left the premises) to start work at an unusual hour. Should an employee fail without reasonable cause to advise management of an inability to start work in ample time to enable management to provide a substitute from the staff engaged on the preceding shift (where a double shift is worked), such employee shall be liable for the cost of the "call".

## **6.9 Meal period**

- 6.9.1 The minimum time allowed for meals shall be half an hour and the maximum time allowed one hour.
- 6.9.2 No employee shall be compelled to break shift except for meals and subject to clauses 6.9.5, 6.9.6 and 6.9.7, no periods of work shall exceed 5 hours without a break for meals.
- 6.9.3 The usual meal period of an employee may be altered by an employer where a change is necessary in order to meet a requirement for continuous running of a machine in which case notice of alteration shall not be required. Such change shall not be affected in circumstances where the employee has an existing commitment that prevents the meal period being altered.
- 6.9.4 An employee shall not work overtime for longer than 5 hours without a meal period of half an hour.
- 6.9.5 An employee who does not have a meal break shall be paid one-half extra on the hourly rate of that employees

weekly wage for the time so worked, and shall be allowed to complete the meal period as soon as it can be arranged.

- 6.9.6 Notwithstanding clause 6.9.2 where an employee working overtime can complete the required work within three hours after that employee's ordinary finishing time, that employee may continue to work for that period without a break for a meal provided that the employee does not work for more than 6 1/2 hours from the previous meal break.
- 6.9.7 Where pursuant to clause 6.2 and clause 6.4 (Shift work) an employer has adopted a system of ordinary working hours which does not require employees to work more than 6 hours on a day or shift and they are not required to work in excess of their ordinary hours on that day or shift, then by agreement between the employer and the majority of those employees a meal break need not be taken on that day or shift.
- 6.9.8 The duration and time of day of the usual and actual meal period of an employee determined in pursuance of clause 6.9, shall be shown in the employer's time and wages records required to be kept in accordance with clause 11.2 (Time and wages records).

## **6.10 Meal allowance**

When more than one hour's overtime is worked \$12.10 meal allowance shall be paid in addition to the overtime rate provided. The same allowance shall be paid for each meal reasonably occurring during such overtime work.

## **6.11 Rest pauses**

Every employee covered by this Award and employed on day work shall be entitled to a rest pause of 10 minutes' duration in respect of the first and second half of the employee's daily work.

By agreement between management and employees, arrangements shall be established whereby machinery is operative on a continuous basis and no unnecessary loss of production occurs. This may include the amalgamation of such breaks.

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

### **7.1 Annual leave**

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

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

- (a) in the case of any and every employee in receipt immediately prior to that public holiday 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 public holiday under this Award.

7.1.3 Where a public holiday falls during the period in which an employee is away on annual leave, a day shall be added to that employee's leave period for each such leave.

7.1.4 The annual leave shall be given and taken in one period or if the employee and employer so agree, in 2 or 3 separate periods and not otherwise other than at the employee's request:

- (a) In centres west of meridian 149 degrees east longitude in the Southern and Central Division and in centres west of the meridian of 145 degrees east longitude in the Northern Division, should such annual leave be not granted to an employee in any year, it shall be granted to the employee in the following year in addition to the leave due for that year, but in no case shall the said leave be allowed to accumulate for a longer period than 2 years, and in no case shall a money payment be given or accepted in lieu of such annual leave.
- (b) In the event of no substitute labour being available, annual leave may be allowed to accumulate by agreement between the parties.

7.1.5 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall pay to the employee in addition to all other amounts due, the appropriate payment, calculated in accordance with clause 7.1.7 for 4 weeks and also the ordinary pay due to that employee for any public holiday occurring during such period of 4 weeks.

7.1.6 If the employment of any employee is terminated before the expiration of a full year of employment, such



employee shall be paid, in addition to all other amounts due, an amount equal to 1/12th of the employees pay for the period of employment calculated in accordance with clause 7.1.7.

7.1.7 *Calculation of annual leave pay* - In respect to annual leave entitlements to which clause 7.1.7 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) *Shift workers* - Subject to clause 7.1.7(c) the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) *Leading hands, &c.* - Subject to clause 7.1.7(c), Leading Hand allowances and amounts of a like nature otherwise payable for ordinary time worked, shall be included in the wages to be paid to employees during annual leave.
- (c) *All employees* - Subject to the stipulations of clause 7.1.7(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
  - (i) the employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and weekend penalty rates);
  - (ii) Leading hand allowance or amounts of a like nature;
  - (iii) a further amount calculated at the rate of 17 1/2 per centum of the amounts referred to in clause 7.1.7 (c)(i) and (ii).
- (d) The stipulations of clause 7.1.7(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 seven days per week; or
    - 4 weeks in any other case.

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

7.1.8 The accrual rate for annual leave shall be as follows:

- (a) For non-continuous shift workers and day workers, 152 hours per annum (ie. 4 weeks annual leave per annum on a 38 hour week basis).
- (b) For continuous shift workers 190 hours per annum (ie. 5 weeks annual leave per annum on a 38 hour week basis).

7.1.9 *Rostered day off arising from the implementation of the 38 hour week* - An employee shall not derive any additional benefit for rostered days off falling within a period of Annual leaves.

## **7.2 Sick leave**

### *7.2.1 Entitlement*

- (a) Every employee, except casuals, 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 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.

Employees absent from work through illness on the production of a doctor's certificate specifying the nature of the illness of the employee and the period or approximate period during which the employee will be unable to work or of other evidence of illness to the satisfaction of the employer and subject to having promptly notified the employer of their illness and of the approximate period of absence shall, subject as provided, be entitled to payment in full for all time that employee is so absent from work. It shall not be necessary for an employee to produce such a certificate if their absence from work on account of illness does not exceed 2 days.

In the case of an employee who claims to be allowed paid sick leave in accordance with clause 7.2.1 for an absence of one day only such employee if in the year the employee has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless the employee produces to the employer a certificate of a duly qualified medical practitioner that in the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or on account of injury by accident. However, an employer may agree to accept from the employee a Statutory Declaration, stating that the employee was unable to attend for duty on account of personal illness or on account of injury by accident in lieu of a certificate of a duly qualified medical practitioner.

### 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 employees accumulate 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 one 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 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 on weekly hiring shall be entitled to a maximum of 2 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's

husband, wife, father or mother and where such employee travels outside of Australia to attend the funeral.

#### **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 clauses 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 Jury service**

7.6.1 An employee on weekly hiring who is required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

7.6.2 An employee shall notify the employer as soon as possible of the days upon which the employee is required to attend for jury service. After being so notified an employer shall not alter that employee's ordinary hours of work for the sole purpose of avoiding payment for jury service. Further, the employee shall give the employer proof of attendance at, duration of, and the amount received in respect of such jury service.

#### **7.7 Public holidays**

7.7.1 Subject to clause 7.7.9, 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.

##### *7.7.2 Labour day*

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

##### *7.7.3 Annual show*

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

No employee shall be entitled to receive more than one day per year as annual show day.

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

For the purposes of clause 7.7, where the rate of wages is a weekly rate, "double time and a-half" shall mean one and one-half days' wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

#### *7.7.5 Stand down*

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

7.7.6 The recognised holiday for employees on morning daily newspapers shall be the night preceding and the early morning of the public holidays, or the night of, and early morning following the public holiday, as mutually agreed.

7.7.7 Should one of the above holidays fall on the recognised day off, a day in lieu of such holiday shall be added to the annual leave.

7.7.8 The management of every establishment shall notify to the employees employed therein the arrangements for any public holidays not less than 48 hours preceding such holidays, providing such holiday is held on the day originally gazetted.

7.7.9 By agreement between an employer and the majority of the employees at an establishment or a particular plant or section, other days may be substituted for any of the days or substituted days provided for in clause 7.7 and such days shall be a holiday within the meaning of the clause, such agreement shall be subject to the approval of the Union and such approval shall not be unreasonably withheld.

#### *7.7.10 Employees who do not work Monday to Friday of each week*

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

- (a) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.
- (b) A part-time employee is entitled to either payment for each public holiday or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time.
- (e) Nothing in clause 7.7.10 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

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

No clauses inserted in this Award relevant to this Part.

## **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 Health and safety**

- 10.1.1 All matters of workplace health and safety shall be regulated by the clauses of the *Workplace Health and Safety Act 1995* as amended from time to time and in addition, shall be conducted in accord with the following clauses.
- 10.1.2 A first aid ambulance outfit shall be provided in all printing establishments covered by this Award. The contents of the kit shall be in accordance with the provisions of the *Workplace Health and Safety Act 1995* or such other Act that modifies that Act from time to time. Allowance for the first aid attendant shall be as set out in clause 5.9.2 (First aid attendant).
- 10.1.3 Notices approved by the employer containing advice for the preservation of the health and protection of workers, if provided by the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland shall be kept prominently posted and displayed in all workrooms by the employer.
- 10.1.4 There shall be only one employee working at a power guillotine machine at any one time.
- 10.1.5 An employer shall not permit or require an employee under the age of 18 years to be employed on a power-driven guillotine (unless an apprentice indentured as provided in the *Training and Employment Act 2000* as varied from time to time) or a platen or cylinder machine used for carton cutting.
- 10.1.6 An employer shall not require or permit an employee to work overtime, afternoon shift or night shift, in connection with power driven machinery (except floor cleaning or floor polishing appliances) or corrosive acids or poisonous substances, unless that employee works within normal sight or hearing of at least one other person.

**10.2 Protective clothing**

- 10.2.1 All personal protective equipment required for safe working shall be provided by the employer at no expense to the employee except in circumstances of wilful neglect by the employee, when the employee shall be liable to the employer for the replacement cost of such articles. To the extent that any section of the *Workplace Health and Safety Act 1995* as amended from time to time, and any Regulation or Code of Practice pursuant to that Act makes provision for personal protective equipment in a manner that is in apparent conflict with clause 10.2, the stipulations of the Act, Regulation or Code of Practice (as the case may be) shall prevail to the extent of any inconsistency.
- 10.2.2 Subject to clause 10.2.1 each employee specified in clause 10.2.2 shall be supplied by the employer during each year of service with the protective clothing as stipulated hereunder:

<i>Classification</i>	<i>Overall or Aprons</i>	<i>Boots or Shoes</i>
Stereotyper	2 pairs overalls or impervious apron (at the discretion of the employee) per annum	1 pair industrial boots
Electrotyper	2 pairs overalls or impervious apron (at the discretion of the employee) per annum	
Surface Coater	2 pairs overalls per annum	
Colour mixer for surface coating	2 pairs overalls per annum	
Printing ink mixer and/or maker	2 pairs overalls per annum	
Screen printing employee on a screen printing frame or machine or required to mix or match colours or work with adhesives	2 pairs overalls/smocks or impervious apron (at the discretion of the employee) per annum	

Employee engaged in corrugated and/or solid fibreboard container manufacture operating an adhesive unit	Overalls or impervious apron (at the discretion of the employee) as necessary from time to time	Boots or shoes (at the discretion of the employee) as necessary from time to time
Pasting machine employee other than employee engaged in the solid fibreboard container manufacture	Overalls as necessary from time to time	Boots or Shoes (at the discretion of the employee) as necessary from time to time
Employee on the wet end of a corrugating and/or solid fibre- board pasting machine	Overalls as necessary from time to time	Boots or shoes (at the discretion of the employee) as necessary from time to time

### 10.2.3 Seating

Any employee, whose work requires that employee to be seated, shall be provided with an ergonomic seat.

## **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 that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### 11.1.4 *Discussions with employees*

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

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

#### 11.1.5 *Conduct*

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

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

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department

of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

### **11.3 Union encouragement**

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

#### *11.3.1 Documentation to be provided by employer*

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

Provided that for workplaces in the Brisbane District as defined in clause 5.8.3 not more than 2 delegates, chosen by and from the employees of the employer, shall be allowed the necessary time in working hours to interview the employer or employer representative for the purpose of submitting grievances.

#### *11.3.3 Deduction of union fees*

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

### **11.4 Award to be kept available**

A copy of this Award, with any amendment, shall be kept in a prominent place in each workplace where employees may readily access it.

### **11.5 Posting notices**

With the approval of the employer, the Union may be permitted to post notices as to Union meetings on a board at each establishment in a reasonable manner.

### **11.6 Trade union training leave**

11.6.1 Subject to clause 11.6.2 a Union delegate (or officer of the chapel elected in accordance with the rules of the Union) with not less than 6 months' service with the employer shall, upon application in writing, be granted up to five days leave with pay each calendar year (non-cumulative), to attend courses conducted or approved by the Union which are designed to promote good industrial relations and industrial efficiency within the industry.

The application to the employer must include the nature, content and duration of the course to be attended.

11.6.2 In each establishment employing more than 10 weekly employees under this Award, the employer may be requested to approve leave in accordance with clause 11.6.2 subject to the following limitation:

- (a) Where the employer employs 11 and not more than 20 weekly employees under this Award, one delegate or officer of the chapel may be granted 5 days' leave in any 12 month period.
- (b) Where the employer employs more than 20 and not more than 30 weekly employees under this Award, 2 delegates or officers of the chapel may each be granted 5 days' leave in any 12 month period.
- (c) Where the employer employs more than 30 and not more than 50 weekly employees under this Award, 3 delegates or officers of the chapel may each be granted 5 days' leave in any 12 month period.
- (d) Where the employer employs more than 50 and not more than 90 weekly employees under this Award, 4



delegates or officers of the chapel may each be granted 5 days' leave in any 12 month period.

(e) Where the employer employs more than 90 weekly employees under this Award, 5 delegates or officers of the chapel may each be granted 5 days' leave in any 12 month period.

11.6.3 The granting of leave pursuant to clause 11.6.2 shall be subject to the employee or the Union giving not less than 4 weeks' notice of an intention to attend such course or such lesser period of notice as may be agreed by the employer.

11.6.4 The granting of leave pursuant to clause 11.6.2 shall be subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave.

An employer shall not use clause 11.6 to avoid an obligation under clause 11.6.

11.6.5 Leave of absence granted pursuant to clause 11.6.2 shall count as service for all purposes of this Award.

11.6.6 Each employee on leave approved in accordance with clause 11.6.4 shall be paid all ordinary time earnings. For the purposes of clause 11.6.6 "ordinary time earnings" for an employee means the classification rate, overaward payment and shift loading which otherwise would have been payable.

11.6.7 All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in clause 11.6.1, shall be the responsibility of the employee or the Union.

11.6.8 An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave, unless the employee would otherwise have been entitled to payment under clause 7.3 (Sick leave).

11.6.9 An employee granted leave pursuant to clause 11.6.1 shall, upon request, inform the employer of the nature of the course attended and their observations on it.

11.6.10 In the event a scheduled rostered day off falls within a period of leave approved pursuant to clause 11.6.1, no alternative day off shall be substituted in lieu.

11.6.11 Either party may refer any disagreement in the application of clause 11.6 to the Commission for assistance in the resolution of the matter.

## **SCHEDULE 1**

1.1 *Nominated superannuation funds of certain employers.*

In accordance with clause 5.11.3(b)(iii) and 5.11.4 of this Award, the following Occupational Superannuation Funds are registered as approved funds, where payments arising from clause 5.11 of this Award are made by certain (herein nominated) employers.

Established Schemes or Funds to which a particular employer party to this Award was actually making genuine contributions on behalf of the employees concerned as at 22 March 1989, and were subsequently approved by the Commission as approved funds, are included in this schedule.

1.1.1 Downs Printing Co. Pty Ltd Superannuation Fund (title of the Occupational Superannuation Scheme being Tailored Super Fund P0092; Downs Printing Co. Pty Ltd) is to be used by Downs Printing Co. Pty Ltd.

1.1.2 National Mutual Simple Super is to be used by Triune Press Pty Ltd.

1.1.3 Suncorp Superplan is to be used by Capricorn Printing and Publishing.

1.1.4 Colonial Mutual Masterpac is to be used by Border Newspapers Pty Ltd, trading as Stanthorpe Border Post.

1.1.5 Lower Burdekin Newspaper Pty Ltd Superannuation Plan is to be used by Lower Burdekin Newspaper Company Pty Ltd.

1.1.6 Inprint Limited Superannuation Fund is to be used by Inprint Limited.

1.1.7 City Printing Works Staff (SLS) Superannuation Plan No. 040086 and City Printing Works Occupational Superannuation Plan (title of Occupational Superannuation Scheme being AMP Super Plan), is to be used by City Printing Works.

1.1.8 AMP Superleader Plan is to be used by Gladstone Printing Services.

1.1.9 AMP Superleader Plan is to be used by Tableland Printing Service.

1.1.10 Pru - Plan Superannuation Fund No. A22160 is to be used by Laser Instaprint Pty. Ltd.

1.1.11 Pru - Plan Superannuation Fund No A22161 is to be used by Ashmore Printing Co. Pty. Ltd.

1.1.12 AMP Superleader Plan is to be used by Intraset Pty. Ltd. and Colourscan Pty. Ltd.

1.1.13 Kricker Print Superannuation Plan is to be used by Kricker Print.

1.1.14 APM Packaging Superannuation Plan is to be used by APM Containers Ltd.

1.1.15 Australian Retirement Fund is to be used by Midden Pty. Ltd., trading as Kwik-Kopy Printing Centre Townsville.

This Schedule shall be deemed for the purposes of this Award, to have taken effect from the twenty-third day of March, 1990.

Dated 6 November 2002

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

Operative Date: 6 January 2003