

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**RUBBER AND PLASTIC 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 Rubber and Plastic 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 Rubber and Plastic Industry Award - State 2003 as at 1 January 2011.

Dated 1 March 2011.

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

**RUBBER AND PLASTIC INDUSTRY AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Rubber and Plastic Industry Award - State 2003.

**1.2 Arrangement**

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### **1.3 Date of operation**

This Award takes effect from 1 December 2003.

### **1.4 Award coverage**

**1.4.1** This Award applies to all employees:

- (a) engaged in or in connection with, or incidental to, the manufacture of rubber or plastic materials or similar compositions or substitutes thereof, and/or recycling or reprocessing of rubber or plastic materials; and
- (b) engaged in or in connection with, or incidental to, and/or on any operations, with the handling, preparation, production, processing, manufacture, fabrication, assembling, storage, distribution, working or repair of products, goods, or articles of plastic or synthetics or rubber materials including compounds or substitutes thereof (including the manufacture of fibre glass, reinforced plastic or articles, or any operation in or in connection with or incidental to the laying, covering, insulating, or fixing to any surface of rubber or plastic materials or substitutes thereof) including but not limited to: duperite, bakelite, cassein or similar compositions, synthetic rubberlikes, latex and/or elastic or stretch elastic, foam rubber, guttaperchalikes, rubberlike plastics, thermoplastics and thermosetting plastics, nitrocellulose, leathercloth, elastomers, xylomite celluloid, and the processing and fabrication of products, or articles therefrom.

1.4.2 This Award shall not apply to employees subject to the following Awards or Industrial Agreements, or Awards and Industrial Agreements in substitution therefore:

- (a) Motoring Services Award - South-Eastern District;
- (b) Garage and Service Station Attendants' Award - State (Excluding South-Eastern District);
- (c) Cable Makers Australia Pty. Limited - Industrial Agreement.

1.4.3 As to the employers named in Schedule 1 to this Award, the provisions of the Award are modified in accordance with the requirements of the individual orders listed in such Schedule.

## 1.5 Definitions

- 1.5.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.5.2 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.3 "Union" means The Australian Workers' Union of Employees, Queensland.

## 1.6 Area of operation

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

### 1.6.1 Divisions

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

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

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

### 1.6.2 Districts

#### (a) Northern Division:

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

Western District - The remainder of the Northern Division.

#### (b) Southern Division:

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

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

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

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

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

- 3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.
- 3.1.2 At each plant or enterprise, an employer, the employees and their relevant Union or Unions commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or Union or Unions for consideration consistent with the objectives of clause 3.1.1 shall be processed through that consultative mechanism and procedures.

### **3.2 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.

- 3.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.5.
- 3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.
- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.

- 3.2.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.2.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

## **PART 4 - employer and employees' duties, employment relationship and related arrangements**

### **4.1 Employment categories**

4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment. Employment categories are:

- (a) Full-time;
- (b) Part-time (as prescribed in clause 4.2); and
- (c) Casual (as prescribed in clause 4.3).

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

4.2.1 An employer may employ part-time employees in any classification in this Award.

4.2.2 A part-time employee is an employee who:

- (a) is employed for not less than 7.6 hours per week and for not more than 32 ordinary hours per week; and
- (b) works on no more than 5 days of the week, being Monday to Sunday; and
- (c) has reasonably predictable hours of work; and
- (d) receives, on a proportionate basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

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

4.2.4 The agreed number of ordinary hours per week may only be amended by mutual agreement. Any such agreed amendment to the number of weekly hours of work will be recorded in writing.

4.2.5 Any amendment to the work pattern will be in accordance with methods of altering the ordinary hours of work for full-time employees as detailed in clause 6.1 of this Award, unless otherwise mutually agreed.

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

4.2.7 All time worked in excess of the rostered hours as mutually arranged in accordance with clause 4.2.3 will be overtime and paid for at the rates prescribed in clause 6.4 (Overtime).

4.2.8 A regular part-time employee employed under the provisions of clause 4.2 must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

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

4.2.10 Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa, on a permanent basis or for a specified period of time. If such an employee transfers from full-time to part-time (or vice-versa), all accrued award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

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

### **4.3 Casual employment**

4.3.1 A casual employee shall mean an employee who is employed by the hour.

4.3.2 A casual will be employed for less than the maximum ordinary working hours per week prescribed herein for a full time employee.

4.3.3 A casual employee who works more than 7.6 hours on any one day or more than 38 hours in any one week shall be paid overtime in accordance with clause 6.4 (Overtime).

**4.3.4 Casual employees shall be paid at an hourly rate, which shall be the rates prescribed in this Award for the different classes of work plus a loading of 23%. The hourly rates shall be determined by dividing the relevant weekly rate by 38.**

4.3.5 In the case of casual employees such notification need only be supplied at the initial engagement and when that employee's employment status changes.

### **4.4 Juniors**

The number of juniors who may be employed shall be one junior to every 2 or fraction of 2 adults:

Provided that nothing in clause 4.4 shall be construed to cause the dismissal of any junior employed at the date of the coming into operation of this Award.

### **4.5 Mixed functions**

Where any person on any one day performs 2 or more classes of work to which a differential rate fixed by any Award 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 they work on that day at the same rate, which shall be at the highest rate fixed by any Award in respect of any such classes of work, and, if employed for 4 hours or less on the class or classes of work carrying a higher rate, they shall be paid at such highest rate for 4 hours.

### **4.6 Incidental or peripheral tasks**

4.6.1 Arising out of the decision of the State Wage Case of October 1989, and in consideration of the wage increases resulting from the first structural efficiency adjustment, operative from 14 May 1990, employees are to be available to perform a wider range of duties including work which is incidental or peripheral to their main task or functions.

**4.6.2 An employee shall be available to perform incidental and peripheral tasks. The assignment of incidental or peripheral tasks to an employee or a class of employees shall:**

(a) be consistent with the efficiency performance of the employee's main tasks or functions;

(b) be subject to employee having the skills or competence to perform the initial tasks;

(c) be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.6.3 The employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment where relevant.

### **4.7 Anti-discrimination**

4.7.1 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.

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

4.7.3 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.

4.7.4 Nothing in clause 4.7 is to be taken to affect:

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

## **4.8 Termination of employment**

### *4.8.1 Statement of employment*

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

### *4.8.2 Termination by employer*

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

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

- (b) In addition to the notice in clause 4.8.2(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:  
  
Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned shall be used.
- (e) The period of notice in clause 4.8.2 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

### *4.8.3 Notice of termination by employee*

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

## **4.9 Introduction of changes**

### *4.9.1 Employer's duty to notify*

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

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

#### 4.9.2 *Employer's duty to discuss change*

- (a) The employer shall discuss with the employees affected and their Union, *inter alia*, the introduction of the changes referred to, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 4.9.1.
- (c) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees:

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

### **4.10 Redundancy**

#### 4.10.1 *Discussions before terminations*

- (a) Where an employer has made a definite decision 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 hold discussions with the employees directly affected and, where relevant, their Union.
- (b) The discussions shall take place as soon as it is practicable after the employer has made a definite decision which will invoke clause 4.10.1, and shall cover *inter alia*, the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to avert or mitigate the adverse effects of any terminations of the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

#### 4.10.2 *Transfer to lower paid duties*

Where an employee is transferred to other duties for reasons set out in clause 4.10.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to, pursuant to clause 4.8.2, if their employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate of pay for the number of weeks of notice still owing.

#### 4.10.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of this Award, transmitted from an employer (the "transmittor") to another employer (the "transmittee"), and an employee who at the time of such transmission was an employee of the transmittor 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 transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) "Business" includes trade, process, business or occupation and includes part 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.

#### 4.10.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.10.1, 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.

#### 4.10.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.10.1 the employer shall notify Centrelink thereof as soon as possible giving relevant information including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

#### 4.10.6 *Severance pay*

In addition to the period of notice prescribed for ordinary termination in clause 4.8.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.10.1 shall be entitled to the following amounts of severance pay:

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

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

#### 4.10.7 *Superannuation benefits*

Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme, such employee shall only receive under clause 4.10.6 the difference between the severance pay specified in that clause and the amount of the superannuation benefit such employee receives which is attributable to employer contributions only. If this superannuation benefit is greater than the amount due under clause 4.10.6 then the employee shall receive no payment under that clause.

#### 4.10.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.10.1 may terminate such employment during the period of notice specified in clause 4.8.2, and, if so, shall be entitled to the same benefits and payments under clause 4.10 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.

#### 4.10.9 *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.

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

Clause 4.10 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.

#### 4.10.11 *Employees exempted*

Clause 4.10 shall not apply:

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

#### 4.10.12 *Employers exempted*

Subject to an order of the Commission, in a particular redundancy case, clause 4.10 shall not apply to employers who employ less than 15 people.

#### 4.10.13 *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.

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

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

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

### **5.1 Definitions of classifications**

#### 5.1.1 *Production employee Level 1: (Relativity to Trade - 78%)*

(a) "Level 1 employees" have no previous comparable experience in the Rubber and Plastic Industry. Level 1 is a trainee level and each employee will be employed for 3 months at this level. Employees at Level 1 perform routine duties of an essentially manual nature in the following manner:

- (i) works under direct supervision; and
- (ii) exercises minimal judgement;
- (iii) works within the limits of the training undertaken and safe working procedures.

(b) Employees at this level will possess the following skills or attributes:

- (i) physical capacity to perform Level 1 duties;
- (ii) ability to carry out simple routine tasks requiring manual dexterity;
- (iii) basic literacy and numeracy skills; and
- (iv) ability to understand and carry out simple verbal instructions.

(c) Indicative duties of employees at this level include:

- (i) housekeeping duties
- (ii) assisting machine operators
- (iii) uses selected hand tools
- (iv) maintains simple records

#### 5.1.2 *Production employee Level 2: (Relativity to Trade - 82%)*

(a) An employee who has been employed for 3 months will advance to Level 2. This is the entry point for workers with previous relevant experience.

(b) Employees at Level 2 perform repetitive and routine duties of a manual nature, which are fully prescribed and are usually performed in response to standardised instructions or requests. Employees at this Level would:

- (i) work under direct supervision, either individually or as part of a team at standard routine tasks and procedures;
- (ii) understand and apply quality control procedures; and
- (iii) have a basic understanding of the appropriate Occupational Health and Safety Standards.

(c) Employees at this level will possess the following skills or attributes:

- (i) physical capacity to perform Level 2 duties;
- (ii) literacy and numeracy skills; and
- (iii) relevant training for equipment/machinery used.

(d) Indicative duties of employees at this level will be as for Level 1 employees and also include:

- (i) repetition work on automatic, semi automatic or simple purpose machines or equipment
- (ii) assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment
- (iii) ability to measure accurately using gauges and meters
- (iv) trimming, cutting, gluing, sealing or wrapping finished goods

- (v) operating slitting and/or setting machine
- (vi) operate machinery that requires basic set up skills
- (vii) operate automatic and manual press machines
- (viii) keeps and maintains minor records
- (ix) assembling
- (x) palletising and use of lifting and/or mobile plant and equipment not requiring a licensed operator
- (xi) weighing
- (xii) feeding
- (xiii) cleaning
- (xiv) general labouring
- (xv) use of basic testing equipment
- (xvi) use of basic tools and ancillary equipment
- (xvii) passing on of results of testing
- (xviii) assisting trainees
- (xix) duties as directed

(e) An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification (AQF Level 1 required) the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

#### 5.1.3 *Production employee Level 3: (Relativity to Trade - 87%)*

(a) "Level 3" employees work under general direction and may operate individually or as a member of a work group. Only limited supervision is necessary and employees may exercise discretion regarding the completion of a task. Employees at this Level may have limited on the job training responsibilities and/or proven expertise in a particular operation and demonstrated proficiency in applying established techniques.

(b) "Level 3" employees perform work above and beyond the skills of employees at Level 2 and may:

- (i) work under limited supervision as part of a team or individually;
- (ii) exercise discretion and judgment within their level of competency;
- (iii) be responsible for the quality of their work;
- (iv) assist in the provision of on the job training; and
- (v) perform non-repetitive tasks governed by established procedures, specific guidelines or standardised instructions.

(c) Employees at this level will possess the following skills or attributes:

- (i) physical capacity to perform Level 3 duties;
- (ii) ability to follow written instructions and procedures; and
- (iii) organisation and communication skills to support provision of supervision.

(d) Indicative duties of employees at this level will be as for Level 2 employees and also include:

- (i) operates with flexibility between assembly/process stations
- (ii) use of tools and equipment, production and manufacturing techniques
- (iii) basic tracing and sketching skills
- (iv) setting and drawing kilns
- (v) operates mixing and milling machines where duties require set up and operating skills
- (vi) welding technologies
- (vii) task recording functions
- (viii) attendance and operation of production line machinery requiring operator adjustment
- (ix) operation of testing and analytical equipment
- (x) interpretation of testing results
- (xi) training and induction
- (xii) operation of mobile plant, material and finished product equipment
- (xiii) part-time use of mobile lifting equipment requiring a licensed operator

(e) An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification (AQF Level 2 required) the tasks required of this function to enable them progression to the next level as a position becomes available.

#### 5.1.4 *Production employee Level 4: (Relativity to Trade - 92%)*

(a) "Level 4" employees have undertaken training and are proficient in the operation and setting up of machinery. Employees at this Level have technical skills not requiring a trade equivalent and operate machinery to perform routine and standard functions. A detailed knowledge of the section's operations practices and procedures is necessary for competent performance.

- (b) employees at this Level may operate individually or as a member of a team. Experience or practical application of a high level of skills characterises the work of employees at this Level. Employees at this Level may:
- (i) provide 'on the job' training to other employees;
  - (ii) be responsible for the quality of their work;
  - (iii) operate and set up machinery;
  - (iv) maintain records; and
  - (v) understand safety procedures relevant to the work environment.
- (c) employees at this level will possess the following skills or attributes:
- (i) ability to follow detailed written instructions and procedures;
  - (ii) ability to understand and apply written policies and guidelines;
  - (iii) ability to maintain numeric and written records;
  - (iv) ability to prepare simple reports;
  - (v) ability to set up and operate machinery;
  - (vi) use of a variety of types of tools and equipment;
  - (vii) reporting and recording functions;
  - (viii) problem solving skills;
  - (ix) material and finished product handling;
  - (x) major knowledge of production/manufacturing techniques;
  - (xi) ability to fault find;
  - (xii) an understanding of product and process specifications applicable to the work at this level; and
  - (xiii) ability to operate licensed mobile lifting equipment requiring a licensed operator.
- (d) Indicative duties of employees at this level will be as for Level 2 and 3 employees and also includes:
- (i) uses precision measuring instruments
  - (ii) machine setting, die setting, loading and operation
  - (iii) basic engineering and fault finding skills
  - (iv) performs basic quality checks on the works of others
  - (v) operates calendar, multi-headed extruders, mixing and milling machines where duties require significant set up and operating skills
  - (vi) setting up and operation of production line machinery requiring operator adjustment
  - (vii) full-time use of mobile lifting equipment requiring a licensed operator
  - (viii) duties incidental or peripheral to the above
  - (ix) fault finding on machinery
- (e) An employee remains at this level until they are capable of effectively performing through assessment of appropriate certification (AQF Level 2 required) the tasks required of this function to enable them progression to the next level as a position becomes available.

#### 5.1.5 *Production employee Level 5 (Relativity to Trade - 97%)*

- (a) Level 5 employees are multi-skilled workers capable of performing duties relating to the operation of a variety of types of machinery. Employees at this Level have technical skills not requiring a trade equivalent.
- (b) Seen as 'troubleshooters', employees at this Level are competent to set up and operate a number of machines or processes on the line.
- (c) In addition to the duties at Level 3 and 4, employees at Level 5 require a thorough knowledge of the company's operating procedures as they relate to a number of different machines or processes on the line. Complex testing of equipment is required to regularly operate such machinery and equipment.
- (d) Level 5 employees understand and apply product and process specifications applicable to work at this level and are required to work flexibly and interchangeably between tasks.

Indicative duties of employees at this level will be as for Level 3 and 4 employees and also include:

- (i) approves and passes first off samples and maintains quality of product
- (ii) works from production drawings, prints or plans
- (iii) complex machine and die setting, loading, testing and operations
- (iv) operates all lifting equipment
- (v) operates, sets up and adjusts all production machinery in a plant including production
- (vi) process welding to the extent of training
- (vii) operation of a variety of types of machinery throughout a production process

- (viii) operation of a variety of complex laboratory equipment requiring appropriate qualifications
- (ix) supervise and perform and implement quality control functions
- (x) supervise and perform operations on calendar, mixing and milling machines

- (e) An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification (AQF Level 3 required) the tasks required of this function to enable them progression to the next level as a position becomes available.

#### 5.1.6 *Production employee Level 6* (Relativity to Trade - 100%)

- (a) "Level 6" employees must possess a relevant trade qualification, or AQF Level 3 or equivalent qualification, or equivalent experience.
- (b) Employees at this Level are multi-skilled in the operation of a variety of machinery (including further processing, cutting, packaging) and will be trained in and have a thorough working knowledge and understanding of an entire production process. Employees at this Level may also be required to complete specific training courses as required.
- (c) Employees at this level:
  - (i) possess intimate knowledge of all functions performed at the employer's business;
  - (ii) have an understanding of the employer's operations and business strategies; and
  - (iii) are accountable for control and co-ordination of production and manufacturing.
- (d) Indicative duties of the employees at this level will be as for Level 3, 4 and 5 employees and also include:
  - (i) operates, sets up and adjusts all production machinery in a plant including production
  - (ii) process welding to the extent of training
  - (iii) basic production scheduling and materials handling within the scope of the production process or directly related functions within raw material/finished goods locations in conjunction with technicians
  - (iv) understands and applies computer techniques as they relate to production process operations
  - (v) performance of specialised duties associated with a trade person
  - (vi) operation of a variety of machinery at own discretion
  - (vii) co-ordination of production process
  - (viii) training and general co-ordination of machine operators and other personnel
  - (ix) ensuring compliance with safe work procedures
  - (x) coordinating work flow processes
  - (xi) training subordinate staff
  - (xii) responsibility for output of work groups
  - (xiii) staff assessment
  - (xiv) performance counselling
  - (xv) product development and testing
  - (xvi) ensure compliance with safe work procedures
- (e) An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification (AQF Level 4 required) the tasks required of this function to enable them progression to the next level as a position becomes available.

#### 5.1.7 *Production employee Level 7* (Relativity to Trade - 105%)

- (a) Level 7 employees must possess a relevant trade qualification, plus additional training to a relevant AQF Level 4 or equivalent qualification, or equivalent experience.
- (b) Employees at this Level would be competent at all lower Levels and undertake quality control, work organisation and complex tasks at a higher level than Level 6.
- (c) Employees at this Level:
  - (i) are fully conversant with the company's operations, production/manufacturing technologies and production principles;
  - (ii) exercise independent action and broad discretion.
- (d) Indicative duties of the employees at this level will be as for Level 3, 4, 5 and 6 employees and also include:
  - (i) provision of production work guidance in all aspects of production operations and manufacturing
  - (ii) training subordinate staff
  - (iii) performance of maintenance planning
  - (iv) preparation of reports of a technical nature on all aspects of production operations and manufacturing

techniques.

## 5.2 Wage rates

### 5.2.1 The minimum rate of wages payable to the following classes of employees in the Southern Division Eastern District shall be as follows:

Classification	Relativity	Award Rate Per Week \$
Production employee Level 1	78%	588.20
Production employee Level 2	82%	604.80
Production employee Level 3	87%	627.40
Production employee Level 4	92%	648.30
Production employee Level 5	97%	667.50
Production employee Level 6	100%	682.00
Production employee Level 7	105%	692.90

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

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

5.2.2 With the introduction of the minimum rates adjustments prescribed in Schedule 2 to the Award the old classifications will be replaced by generic descriptions and terminology that better described the range of duties carried out by the industry will be introduced in the following manner:

5.2.3 Classification or reclassification of an employee shall be carried out by the employer in consultation with the employee. The classification descriptions contained in clause 5.1 shall be used as the basis for determining the employee's classification level.

5.2.4 If there is disagreement as to the classification or reclassification of employees on the basis of equivalent experience, equivalent experience shall mean assessment consistent with the competency standards that make up the relevant AQF Certificate for the Classification Level. Disputes regarding classification or reclassification of employees shall be dealt with as prescribed by clause 3.2.

### 5.2.5 Juniors

**Juniors shall be paid a percentage of the adult rate of production employee Grade 2 depending on their age. Such rate 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. The percentages are as follows:**

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

## 5.3 Allowances

### 5.3.1 Employees working in the Western District of the Southern Division shall be paid a Western Allowance as follows:

	Per week \$
Adults	1.05
Juniors	0.53

5.3.2 Employees working in the Western District of the Northern Division shall be paid a Western Allowance as

follows:

	Per week
	\$
Adults	2.20
Juniors	1.10

### 5.3.3 Forklifts

**Employees operating fork lifts shall be paid 75.65 cents per hour, with a minimum payment of \$3.01 in any one day, in addition to their ordinary rate of wages.**

### 5.3.4 Divisional and district parities

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

	Per week
	\$
Northern Division, Eastern District	1.05
Mackay Division	0.90

### 5.3.5 First-aid person

Where the employer appoints an employee, who holds an appropriate first-aid certificate, as a first-aid attendant, an additional \$10.90 per week in which the employee works 3 days or more shall be paid to such employee.

### 5.3.6 Extra payment for afternoon and night shifts

All afternoon and night shift workers shall be paid the following allowances:

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

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

## 5.4 Payment of wages

5.4.1 Wages shall be paid weekly (or fortnightly where mutually agreed upon between the employer and employee) by cash, cheque or electronic funds transfer (EFT) directly into the employee's account in any financial institution nominated by the employee, which has that facility and without cost to the employee:

5.4.2 The employer shall be prepared to make some mutually acceptable alternative arrangement for any employee normally paid by EFT if that employee suffers any hardship through that method of payment as a result of changed circumstances, such as a transfer to a new work location.

5.4.3 Where EFT is used, an employee's wages must be available to the employee prior to normal ceasing time on his recognised pay day.

## 5.5 Superannuation

5.5.1 *Application* - In addition to the rates of pay prescribed in clause 5.2, eligible employees, as defined in clause 5.5.3(b), shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.5.

### 5.5.2 Contributions

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

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

(b) Regular payment - The employer shall pay such contributions to the credit of each such employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.

(c) Minimum level of earnings - As from 1 January 2005 no employer shall be required to pay superannuation

contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.

- (d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.
- (e) Other contributions - Nothing in clause 5.5 shall preclude an employee from making contributions to a fund in accordance with the provisions of the trust deed of the fund.
- (f) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No Other Deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed in clause 5.5.

### 5.5.3 Definitions

- (a) "Approved fund" means a fund (as defined by clause 5.5.3(c)) approved for the purposes of clause 5.5 this Award by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by this Award. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" 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 then be made in accordance with clause 5.5.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. In the case of a newly established fund, the term shall include a Superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary time earnings" means the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading and leading hand, in-charge or supervisory allowances where applicable. The term includes any over-award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

### 5.5.4 For the purposes of this Award an approved fund means:

- (a) Sunsuper.
- (b) MTAA Industry Superannuation Fund.
- (c) Any named fund as is agreed to between the relevant employer/Union(s) parties to this Award and as recorded in an approved Industrial Agreement.
- (d) In the case of a minority group of employees of a particular employer, any Industry, Multi-Industry or other fund which has been approved in an Award of, or an Agreement approved by, an Industrial Tribunal, whether State or Federal jurisdiction, and already has practical application to the majority of Award employees of that employer.
- (e) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship any fund nominated by the employer and approved by the Brethren.
- (f) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in an Award would be in conflict with the conscientious beliefs of that employee in terms of section 115.
- (g) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.5.2 on behalf of at least a significant

number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contributions:

- (h) Provided that the making of a deposit, an initial or other contributions subsequent to 29 September 1989, but on a retrospective basis, in respect of any period up to and including 29 September 1989, shall not under any circumstances bring a fund within the meaning of this provision. The mere signing and submission of any nomination for membership documents to trustees of a fund prior to 29 September 1989 does not bring a fund within the meaning of this provision.

#### **5.5.5 Challenge of a fund**

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

#### **5.5.6 Fund selection**

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clause 5.5.4(d), (e), (f) and (g), shall be determined by a majority decision of employees.
- (b) Employees to whom these provisions apply who as at the date of this amendment are members of an established fund covered by clause 5.5.4(g) shall have the right by majority decision to choose to have the contributions specified in clause 5.5.2 paid into a fund as provided for elsewhere in clause 5.5.4 in lieu of the established fund to which clause 5.5.4(g) has application.
- (c) The initial selection of a fund recognised in clause 5.5.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the fund is clearly disappointing.
- (d) Where clause 5.5.6 has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation.:

Provided that the provisions of clause 5.5.6 do not preclude the making at any time of an Industrial Agreement within the terms of clause 5.5.4.

#### **5.5.7 Enrolment**

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

complete, sign and return the application form within 28 days of the receipt by him of that form, then that employer shall:

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

#### 5.5.8 Unpaid contributions

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

The making of such contributions satisfies the requirements of clause 5.5 excepting that resort to this provision shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

#### 5.5.9 Exemptions

An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.5 in the following circumstances:

- (a) Incapacity to pay the costs associated with its implementation, or
- (b) Any special or compelling circumstances peculiar to the business of the employer.

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

#### 6.1 Hours of work

##### 6.1.1 Day workers

- (a) **Subject to clause 6.1.11 (Working of a 38 hour week), and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following ways:**
- (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
  - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.

##### 6.1.2 Shift workers

- (a) **The ordinary working hours of continuous shift workers whose work is connected with or incidental to any continuous process shall not exceed 38 in any one week to be worked within the following hours:**

Monday - Friday inclusive:

Day	7 a.m. to 3 p.m.
Afternoon	3 p.m. to 11 p.m.
Night	11 p.m. to 7 a.m.

(b) Such hours of work may be amended by agreement between the employer and the Union.

**6.1.3 By agreement between the employer and a majority of employees, the ordinary hours of work prescribed may be worked on any 5 consecutive days in the week, Monday to Sunday inclusive, subject to the following:**

**(a) Ordinary hours worked on Saturday or Sunday shall be paid at the appropriate week-end overtime rate specified in clause 6.4 (Overtime).**

(b) Any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement between the employer and the majority of employees concerned.

(c) In any arrangement of hours which includes a Saturday or Sunday as ordinary hours, the Chief Industrial Inspector and the Union shall be notified in writing within 14 days of commencement of work under such arrangement.

**6.1.4 The ordinary hours of work prescribed in clause 6.1 shall be worked continuously, except for meal breaks and rest pauses, between 6 a.m. and 6 p.m. The spread of hours prescribed herein may be altered as to all or a section of employees provided there is agreement between the employer and the majority of employees concerned:**

Provided that work done outside the hours of 6 a.m. to 6 p.m. shall be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of clause 6.1.

**6.1.5 The ordinary starting and finishing times of various groups of employees or individual employees, may be staggered, provided that there is agreement between the employer and the majority of employees concerned.**

**6.1.6 The ordinary hours of work prescribed herein shall not exceed 10 hours on any day:**

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

Provided further that where any arrangement of ordinary hours exceeds 8 on any day, the Chief Industrial Inspector and the Union shall be notified in writing within 14 days of commencement of work under such arrangement.

**6.1.7 By arrangement between an employer, the Union concerned and the majority of employees in the plant or work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:**

(a) the employer and the employee concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 hour shifts;

(b) proper health monitoring procedures being introduced;

(c) suitable roster arrangements being made; and

(d) proper supervision being provided.

**6.1.8 All time worked over 8 hours in any shift or duo shifts where 12 hour shifts are being worked during those periods shall be paid for at double rates.**

**6.1.9 *Other hours of work***

**The above hours of work may be amended to suit the exigencies of the enterprise by agreement in writing between the employer and the Union.**

**6.1.10 Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person, except in cases of very dirty work, shall be in the employee's time.**

**6.1.11 *Working of a 38 hour week***

(a) The 38 hour week will be worked in one of the following ways, most suitable to the particular business, after

consultation with, and giving reasonable consideration to the wishes of the employees concerned:

- (i) by employees working less than 8 ordinary hours each day; or
  - (ii) by employees working less than 8 ordinary hours on one or more days each work cycle; or
  - (iii) by fixing one or more work days on which all employees will be off during a particular work cycle; or
  - (iv) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.
- (b) Subject to the provisions of clause 6.1.6 employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.
- (c) Notwithstanding any other provision in clause 6.1, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- (d) Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the business concerned.

#### 6.1.12 *Procedures for enterprise level discussions*

- (a) The employer and all employees concerned in each establishment shall consult over the most appropriate means of implementing and working a 38 hour week.
- (b) The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.1.
- (c) The outcome of such consultation shall be recorded in writing.
- (d) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.
- (e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.
- (f) After implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising the provisions of clause 6.1.

## 6.2 Meal breaks

### 6.2.1 **All employees, whether day workers or shift workers, including night shift workers, shall be allowed time for a meal not later than 6 hours after their ordinary starting time each day:**

6.2.2 The time allowed for such meal shall be not less than 30 minutes.

6.2.3 Where more than one shift per day is worked, an unbroken 30 minutes shall be allowed for crib in the employer's time during each shift in such a manner as not to interfere with the continuity of work.

## 6.3 Rest pauses

### 6.3.1 **Every employee covered by this Award shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the 1st and 2nd half of their daily work. Such rest pauses shall be taken at such time as will not interfere with the continuity of work where continuity is necessary:**

6.3.2 Where there is agreement between the employer and the majority of employees concerned the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods.

Consent to combine the rest pauses shall not be unreasonably withheld by either party.

## 6.4 Overtime

### 6.4.1 **All time worked in excess of that provided for in clause 6.1, for day and shift workers respectively, shall be deemed overtime.**

**6.4.2 All overtime, except as hereinafter provided, shall be paid for at one and a-half times the ordinary rate for the first 3 hours and double time thereafter:**

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

6.4.3 Overtime worked by shift workers shall be paid for at the rate of double time.

6.4.4 **Except in the case of continuous shift workers for whom Sunday work is a rostered ordinary shift, all time worked on Sundays shall be deemed to be overtime and shall be paid for at the rate of double time, with a minimum of 2 hours' work or payment therefor.**

6.4.5 **Any employee who is required to continue working for more than 2 hours after the ordinary ceasing time shall be allowed 30 minutes for a meal after the first 2 hours worked and, also, 30 minutes after each further 4 hours worked provided work is to continue thereafter. No deduction of pay shall be made for such meal breaks.**

6.4.6 Any employee called upon to work overtime for more than one and a-half hours after the ordinary ceasing time, without receiving notice of such overtime on the previous day, shall be paid an allowance of \$12.10 for a meal, or shall be supplied by the employer with a reasonable meal in lieu of such payment, in respect of each meal break allowed during such overtime as provided for in clause 6.4.5.

6.4.7 Where an employee has provided themselves with customary meals after receiving notice to work certain overtime he shall be paid the relevant meal allowance of \$12.10 for each meal so provided in the event that the overtime work is not performed or ceases before the notified time of conclusion of work where such time of conclusion would, but for the giving of prior notice, have involved payment of one or more meal allowances.

6.4.8 If an employee is required to work during the employee's recognised meal period the employee shall be paid for all time so worked at the rate of double time. Such payment shall continue until the employee is allowed a meal break of the prescribed period.

**6.5 Shift work**

6.5.1 For the purpose of clause 6.5:

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

(b) "Night shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.

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

**7.1 Annual leave**

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

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

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

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

(b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer is deemed to have given the leave to the employee from the date of the termination of the employment and must immediately pay to the employee, in addition to all other amounts due to the employee, such employee's pay, calculated in accordance with clause 7.1.5, for 4 weeks and also the employee's pay for any public holiday occurring during such period of 4 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee is to be paid, in addition to all other amounts due an amount equal to 1/9th of such employee's pay for

the period of employment in the case of a shift worker, and 1/12th of such employee's pay for the period of employment in all other cases calculated in accordance with clause 7.1.5.

#### 7.1.5 *Calculation of annual leave pay*

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

- (a) Shift workers - Subject to clause 7.1.5(c) the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.
- (b) Leading hands etc - Subject to clause 7.1.5(c), leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to the provisions of clause 7.1.5(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
  - (i) the employee's ordinary wage rate as prescribed in clause 5.2 for the period of the annual leave (excluding shift premiums and week-end penalty rates);
  - (ii) leading hand allowance or amounts of a like nature;
  - (iii) a further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).
- (d) Clause 7.1.5(c) does not apply to:
  - (i) any period or periods of annual leave exceeding:
    - 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
    - 4 weeks in any other case.
  - (ii) Employers (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.

7.1.6 Reasonable notice of the commencement of annual leave shall be given to the employee.

7.1.7 Except as provided in 7.1.4 it is not lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

7.1.8 If a public holiday falls on a day on which a continuous shift worker is rostered off, the employee shall have a day's holiday in lieu at a time to be mutually agreed between the employer and the employee concerned.

## **7.2 Sick leave**

### 7.2.1 *Entitlement*

- (a) Every employee, except casuals, pieceworkers, and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.
- (f) Part-time employees accrue sick leave on a proportional basis.

### 7.2.2 *Employee must give notice*

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

### 7.2.3 *Evidence supporting a claim*

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

#### 7.2.4 *Accumulated sick leave*

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

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

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

7.2.5 Where an employee has a proven record of recurring absences of sick leave the employer may inform such employee that in the event of future absences a certificate will be required from a duly qualified medical practitioner in respect of each period of sick leave taken for a period of 6 months thereafter.

#### 7.2.6 *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*

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 "Immediate family" includes:

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

#### 7.3.4 *Unpaid leave*

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

### **7.4 Long service leave**

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

### **7.5 Family leave**

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

7.5.1 It is to be noted that:

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

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

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

## **7.6 Public holidays**

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

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

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

### *7.6.2 Labour Day*

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

### *7.6.3 Annual show*

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

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

For the purposes of clause 7.6, where the rate of wages is a weekly rate, "double time and a-half" shall mean one and one-half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

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

### *7.6.6 Stand down*

Any and every employee who, having been dismissed or stood down by the employer during the month of December in any year, shall be re-employed by that employer at any time before the end of the month of January in the next succeeding year shall, if that employee shall have been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by the employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of the employee's dismissal or standing down, to and including the date of the employee's re-employment as aforesaid.

- 7.6.7 Each of the holidays prescribed by clause 7.6, or other holidays prescribed as such from time to time by proclamation, shall be of 24 hours' duration and shall be deemed to occur from the time of commencement of the day shift on the morning of the public holiday to the commencement of the day shift on the next following day.
- 7.6.8 Any public holiday prescribed for pursuant to the provisions of clause 7.6 may be transferred to another day upon agreement between the employer and employee. All work performed on such substituted days shall be paid for as work performed on a public holiday as provided for under the Award.
- 7.6.9 If a holiday prescribed in clause 7.6 falls on a day on which an employee is rostered off, an extra day shall be added to annual leave, or be taken at a time as agreed between the employer and employee.

## **7.7 Jury service**

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

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

No provisions inserted in this Award relevant to this Part.

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

### **9.1 Commitment to training**

- 9.1.1 The parties acknowledge that various degrees of training are provided to employees in the industry, both by internal on the job training and through external training providers.
- 9.1.2 The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in such cases where this is required.
- 9.1.3 It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees in this industry and the parties agree to co-operate in encouraging both employers and employees to avail themselves of the benefits from such training.
- 9.1.4 The parties are committed to encouraging young people to view this industry as one which has the capacity to provide them with an interesting career.

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

### **10.1 Amenities**

The employer shall provide all necessary sanitary accommodation, change-rooms, dining rooms, and a sufficient supply of boiling water at meal times and rest pauses.

### **10.2 Accident and sickness**

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

### **10.3 Work in the rain**

Where practicable, suitable waterproof clothing shall be supplied by the employer to the employees who are required to work in the rain.

Where, in the performance of work, an employee gets their clothes wet, the employee shall be paid double rates for all work so performed and such payment shall continue until the employee is able to change into dry clothing or until the employee ceases work, whichever is the earlier.

### **10.4 Tools**

All tools required by employees at their respective work shall be provided by the employer.

### **10.5 First aid**

The employer shall keep on the premises a full supply of bandages and all such other first-aid requisites as are necessary.

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

### **Preamble**

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

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

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

#### *11.1.2 Entry procedure*

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

#### *11.1.3 Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the Union; or
  - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
  - (iii) has made a written request to the employer that the employee does not want that employee's record inspected.

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

#### 11.1.4 *Discussions with employees*

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

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

#### 11.1.5 *Conduct*

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

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

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

### **11.3 Posting of award**

A copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of each employer.

**11.4 Union dues**

The employer shall, at the request in writing of any employee, pay to the Union out of the money due to such employee in respect of wages, the yearly contribution of such employee as a member of the Union.

**SCHEDULE 1**

**List of employers with 2nd Tier Orders which to varying degrees modify the provisions of this Award**

NAME	CASE NO.	DATE OF ORDER
Queensland Tyres Pty. Ltd.	B392/88	24. 6.88
ACI Blowpak Queensland Limited (A Division of ACI Operations)	B303/89	21. 6.89

**SCHEDULE 2**

**PRODUCTION EMPLOYEE LEVEL 1 (78%) \$335.40 + \$24 SAFETY NET ADJUSTMENT (\$359.40)**

Existing Classification	Current wage Per week \$	Safety Net Adjustment	Sub Total PER WEEK \$	Min Rate 1 as at 1/3/98 Per Week \$	Min Rate 2 as at 1/5/98 Per Week \$	Min Rate 3 as at 1/7/98 Per Week \$	Min Rate 4 as at 1/9/98 Per Week \$
Trainee General Hand (1st months)	359.40	-	359.40	-	-	-	-

**PRODUCTION EMPLOYEE LEVEL 2 (82%) \$352.00 + \$24 SAFETY NET ADJUSTMENT (\$376.00)**

Existing Classification	Current wage Per week \$	Absorbable Broad-banding Increase \$	Safety Net Adjustment Per Week \$	Sub Total Per Week \$	Min Rate 1 as at 1/3/98 Per Week \$	Min Rate 2 as at 1/5/98 Per Week \$	Min Rate 3 as at 1/7/98 Per Week \$	Min Rate 4 as at 1/9/98 Per Week \$
4. Tyre Fitter other	347.30	1.00						
7. Moulders	347.30	1.00						
24(b) Assistant on foaming machine	347.30	1.00						
28. Process Worker (as defined)	347.30	1.00						
41. Spray Gun Operators	347.30	1.00						
44. Employees cleaning grinding or polishing	347.30	1.00						
45. Assembler	347.30	1.00						
27(c) Operator of trimming or cutting machine,	347.30	1.00						

Existing Classification	Current wage Per week \$	Absorbable Broad-banding Increase \$	Safety Net Adjustment Per Week \$	Sub Total Per Week \$	Min Rate 1 as at 1/3/98 Per Week \$	Min Rate 2 as at 1/5/98 Per Week \$	Min Rate 3 as at 1/7/98 Per Week \$	Min Rate 4 as at 1/9/98 Per Week \$
other								
18. Plastic Press Operator (other)	348.00	.30						
21. Plastic injection press operator	348.00	.30						
20. Extruding machine Operator (other)	348.00	.00	24.00	372.30	3.70	-	-	-

PRODUCTION EMPLOYEE LEVEL 3 (87%) \$374.60 + \$24 SAFETY NET ADJUSTMENT (\$398.60)

Existing Classification	Current wage Per Week \$	Absorbable Broad-banding Increase Per Week \$	Safety Net Adjustment Per Week \$	Sub Total Per Week \$	Min Rate 1 as at 1/3/98 Per Week \$	Min Rate 2 as at 1/5/98 Per Week \$	Min Rate 3 as at 1/7/98 Per Week \$	Min Rate 4 as at 1/9/98 Per Week \$
6. Leading Hand Moulders	349.60	1.70						
22. Examiner	349.60	1.70						
23. Worker (heat sealing of plastics)	349.60	1.70						
24(c) Operator of trimming/ cutting machine	349.60	1.70						
24(d) Operator of trimming/ cutting machine (other)	349.50	1.80						
26. Hand laminator (other)	349.60	1.70						
27(a) Moulding	349.60	1.70						
27(b) Operator trimming/ cutting machine	349.60	1.70						
43. Fibre glass process lamination moulders	349.60	1.70						

Existing Classification	Current wage Per Week \$	Absorbable Broad-banding Increase Per Week \$	Safety Net Adjustment Per Week \$	Sub Total Per Week \$	Min Rate 1 as at 1/3/98 Per Week \$	Min Rate 2 as at 1/5/98 Per Week \$	Min Rate 3 as at 1/7/98 Per Week \$	Min Rate 4 as at 1/9/98 Per Week \$
9. Millers, compounders, hand builders	350.70	.60						
2. Buffer, builder, moulder	351.30	.00						
3. Tyre fitter (outside of premises)	351.30	.00	24.00	375.30	6.00	6.00	6.00	5.30

PRODUCTION EMPLOYEE LEVEL 4 (92%) \$395.50 + \$24.00 SAFETY NET ADJUSTMENT (\$419.50)

Existing Classification	Current wage Per Week \$	Absorbable Broad-banding Increase Per Week \$	Safety Net Adjustment Per Week \$	Sub Total Per Week \$	Min Rate 1 as at 1/3/98 Per Week \$	Min Rate 2 as at 1/5/98 Per Week \$	Min Rate 3 as at 1/7/98 Per Week \$	Min Rate 4 as at 1/9/98 Per Week \$
24(a) Operator in charge foaming machine	352.90	.90						
33. Fibreglass process lamination moulders	352.90	.90						
34. Employees cleaning, grinding, polishing	352.90	.90						
42. Charge hand spray gun operator	353.80	.00	24.00	377.80	10.50	10.50	10.50	10.20

PRODUCTION EMPLOYEE LEVEL 5 (97%) \$414.70 + \$24 SAFETY NET ADJUSTMENT (\$438.70)

Existing Classification	Current wage Per Week \$	Absorbable Broad-banding Increase Per Week \$	Safety Net Adjustment Per Week \$	Sub Total Per Week \$	Min Rate 1 as at 1/3/98 Per Week \$	Min Rate 2 as at 1/5/98 Per Week \$	Min Rate 3 as at 1/7/98 Per Week \$	Min Rate 4 as at 1/9/98 Per Week \$
15(ii) Plastic Welder (other)	362.00	9.60						
1. Leading Hand	362.90	8.70						
9A. Operator in charge of calender	364.90	6.70						
31.	366.10	5.50						

Spray gun operator								
37. Assembler	366.10	5.50						
17. Plastic Press Operator (as defined)	367.00	4.60						
19. Extruding machine Operator (as defined)	367.00	4.60						
25. Hand laminator (as defined)	367.00	4.60						
40. Mould makers	367.00	4.60						
AA Buffer, builder, moulders (large tyres)	367.30	4.30						
15. Plastic welders - Fabricating	371.60	.00	24.00	395.60	11.00	11.00	11.00	10.10

PRODUCTION EMPLOYEE LEVEL 6 (100%) \$427.20 + \$24 SAFETY NET ADJUSTMENT (\$451.20)

Existing Classification	Current wage Per Week \$	Absorbable Broad-banding Increase Per Week \$	Safety Net Adjustment Per Week \$	Sub Total Per Week \$	Min Rate 1 as at 1/3/98 Per Week \$	Min Rate 2 as at 1/5/98 Per Week \$	Min Rate 3 as at 1/7/98 Per Week \$	Min Rate 4 as at 1/9/98 Per Week \$
AA. Leading Hand	378.40	14.70						
35. Wood machinist 1st class	379.40	13.70						
13. Fabrication of Thermo welded rigid plastic articles	384.00	9.10						
14. Mould maker	384.00	9.10						
32. Charge hand spray gun operators	393.10	.00						
30. Mould makers	393.10	.00						
38. Wood working finisher	393.10	.00	24.00	417.10	8.50	8.50	8.50	8.60

PRODUCTION EMPLOYEE LEVEL 7 (105%) \$438.10 + \$24.00 (\$462.10)

"Reserved"

**SCHEDULE 3**

*Apprentices and Trainees Wages and Conditions*

ARRANGEMENT OF SCHEDULE

Subject	Clause No.
Objectives	1
Application	2
Definitions	3
Training conditions	4
Employment Conditions	5
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**1. OBJECTIVES**

The objectives of this Schedule are to:

- (a) Introduce training wage arrangements to support the Training Recognition Council approved Rubber and Plastics Industry apprenticeship and traineeship training programs; and
- (b) Introduce flexibility in the employment of apprentices and trainees to allow for part-time and school-based employment under a Training Contract.

**2. APPLICATION**

This Schedule shall apply to those persons who commence employment as an apprentice or trainee on or after the date of operation of this Schedule and their employers who are parties to a Training Contract registered with the Training Recognition Council in apprenticeships or traineeships in the Rubber and Plastics Industry that are covered by this Award:

Provided further that this Schedule shall not apply to persons undertaking the Automotive Underbody traineeship.

**3. DEFINITIONS**

For the purpose of this Schedule the following definitions shall apply:

"Act" means the *Industrial Relations Act 1999* as amended from time to time;

"Adult" means any person who is 21 years of age or over at the time of commencing an apprenticeship or traineeship;

"Apprentice" means the same as specified in the *Training and Employment Act 2000* as amended from time to time;

"Authorised Representative" means a person authorised in accordance with the rules of the relevant industrial organisation;

"Australian Qualifications Framework (AQF)" refers to the national system of recognition for the issue of vocational credentials;

"Award" means the Rubber and Plastic Industry Award - State or an industrial instrument which would have applied to the apprentice or trainee but for the operation of this Schedule;

"Competencies" means the Units of Competence to be achieved by an apprentice or trainee as specified in the Nationally Endorsed Competencies Standards for the Plastics, Rubber and CABLEMAKING Industry, or in the Training

Package for the Plastics, Rubber and Cablemaking Industry, as endorsed by the National Training Framework Committee, or competencies accredited by a State Training Authority as part of an accredited course of instruction;

"Competency Based Training" is a way of approaching vocational education and training that places primary emphasis on what a person can actually do as a result of training (outputs) and as such represents a shift away from an emphasis on the processes and the time involved in training (inputs);

"Course" means the same as specified in the *Training and Employment Act 2000* as amended from time to time;

"Employer" shall bear the meaning given to that term in the Act;

"Part-Time Apprentice or Trainee" shall mean an apprentice or trainee who enters into an apprenticeship or traineeship on a part-time basis by working less than the full-time hours ordinarily worked in the workplace, and by undertaking the course of instruction at the same or lesser training time than a full-time apprentice or trainee;

"Recognition of Prior Learning" shall mean the process whereby competencies already attained by an individual (for example, through formal and informal training, work or life experiences) can be assessed and recognised as for filling certain components or competencies of the qualification;

"Registered Training Organisation" shall mean an organisation such as a secondary school, TAFE or a private training provider that meets the registration requirements within the *Training and Employment Act 2000* as amended from time to time with respect to the delivery of particular courses including the assessment of the achievement of competencies;

"School-Based Apprentice or Trainee" shall mean a secondary student who has entered into a Training Contract with an employer that also involves an arrangement with the school and/or institution. Such arrangements requires:

- a Training Contract signed by the employer and the trainee or their guardian;
- an employment contract involving on-the-job training and productive work;
- off-the-job training undertaken by a Registered Training Organisation;
- that the school-based apprentice/trainee attends a secondary school or institution, training and work as required under the course of instruction;
- as a final outcome, the attainment of a senior secondary certificate or qualification and completion of or progress towards achieving a nationally recognised vocational education and training qualification.

"Statement of Attainment" shall mean a credential, issued by a Registered Training Organisation, which lists the competencies that have been attained by the apprentice or trainee;

"Trainee" shall bear the meaning given to that term in the *Training and Employment Act 2000* as amended from time to time;

"Training Contract" shall bear the meaning given to that term in the *Training and Employment Act 2000* as amended from time to time;

"Training Plan" shall mean a structured plan that details the competency standards required to be successfully achieved by an apprentice or trainee prior to being issued with a qualification;

"Training Recognition Council" means the same as specified in the *Training and Employment Act 2000* as amended from time to time; and

"Training Record" means the same as specified in Part 3, Division 3 of the *Training and Employment Regulation 2000*, as amended from time to time.

#### **4. TRAINING CONDITIONS**

- (a) The apprentice and/or trainee shall be permitted by the employer to undertake supervised training in accordance with the provisions of the *Training and Employment Act 2000* as amended from time to time and the delivery arrangements approved by the Training Recognition Council. This may involve progression through an individual training plan developed in conjunction with a Registered Training Organisation, the apprentice/trainee and employer which outlines agreed outcomes or competencies.
- (b) The employer shall provide a level of direct supervision in accordance with the training contract during the training period.
- (c) The employer shall permit officers of the Training Recognition Council to monitor the training program and access the Training Record.
- (d) Apprentices and trainees shall only complete their apprenticeship or traineeship on the attainment of 100% of the total competencies and/or associated minimum training requirements for the qualification specified in

their Training Contract and Integrated Training Plan.

- (e) Apprentices and Trainees shall be entitled to the wage progressions, as detailed in clause 6.2, appropriate to the competencies possessed by them at the time of entry. Therefore, on commencement the employer shall request that the apprentice or trainee be assessed by the supervising Registered Training Organisation to determine the competencies possessed relevant to the qualification to be undertaken. Such assessment shall be identified in the apprentice's or trainee's Training Plan and/or Training Record.

## **5. EMPLOYMENT CONDITIONS**

### **5.1 General**

Employment conditions shall be as provided in the Award or other applicable industrial instruments except where modified by this Schedule.

### **5.2 Part-Time Apprentices or Trainees**

- (a) An apprentice or trainee may be engaged on part-time arrangements with the consent of the Training Recognition Council and be remunerated on a part-time basis in accordance with the provisions of this Schedule.
- (b) Notwithstanding the provisions of the Award, the ordinary hours of work including on and off-the-job training for a part-time apprentice or trainee shall average not less than 15 hours per week over each 4 week period throughout the duration of the apprenticeship or traineeship.
- (c) An apprentice or trainee may be engaged on a part-time basis until such time as the apprentice or trainee attains the minimum training requirements within the Training Contract.
- (d) A part-time apprentice or trainee shall have predictable hours of work, and shall be rostered to work on a regular and continuous basis.
- (e) All other terms and conditions of employment shall be determined by the Award or applicable industrial instrument including overtime, annual leave, sick leave and other relevant entitlements except where amended by the terms of this Schedule.
- (f) Nothing within this Schedule shall prevent the employer and part-time apprentice or trainee from progressing the apprenticeship or traineeship to a full-time basis, with the consent of the Training Recognition Council.

### **5.3 School-Based Apprentices or Trainees**

- (a) Where a secondary school student enters into a school-based apprenticeship or traineeship, the minimum hours as provided for in clause 5.3 (b) shall not apply.
- (b) A school-based apprentice or trainee shall be entitled to all employment conditions applicable to an apprentice or trainee under the Award or applicable industrial instrument, except where amended by the terms of this Schedule.
- (c) When a student ceases to be enrolled in a school or institution offering secondary education and the student has not completed the outcomes of the apprenticeship or traineeship the person shall continue as an apprentice or trainee in accordance with the Training Contract on either a full-time or part-time basis, and shall receive all entitlements normally afforded to an apprentice or trainee. The objective of the Training Contract is to support training to the completion of the appropriate qualification.

### **5.4 Existing Employees**

- (a) Existing employees shall mean a person who has been employed by an employer in a calling, or classification, relevant to the apprenticeship or traineeship for at least three months immediately prior to becoming an apprentice or trainee with that employer.

An existing employee shall also mean a person who is currently employed under a Training Contract as a Polymer Processing trainee who seeks to convert their traineeship into a Plastic Industry Apprenticeship.

- (b) Existing employees may participate in apprenticeships and traineeships. An existing employee shall be required to serve a probationary period in accordance with the *Training and Employment Act 2000*, as amended from time to time, however, they shall be entitled to reinstatement in their previous position in circumstances provided by section 60 of the *Training and Employment Act 2000*, as amended from time to time.

- (c) Where existing employees commence an apprenticeship or traineeship, the employer shall endeavour to minimise any adverse affects on other employees. Additionally, such other employees shall not be displaced from or disadvantaged in their employment by the engagement of new apprentices or trainees.
- (d) Existing employees shall not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an apprentice or trainee:  
  

Provided that an existing employee who was casually engaged prior to becoming permanently employed as a full-time or part-time apprentice or trainee shall not be entitled to retain their casual loading.

Provided further that clause 5.4(d) shall not apply to existing employees who commenced their apprenticeship or traineeship before 21 February 2000.
- (e) An existing employee shall maintain continuity of employment despite having entered into an apprenticeship or traineeship.
- (f) Existing employees whose Training Contract is completed or cancelled and subsequently remain in their employer's employ, shall revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract. They shall only advance to an employment level commensurate with their qualification when a vacancy occurs in a position assigned to that level.

## 5.5 New Adult Apprentices and Trainees

Where an adult is engaged as an apprentice or trainee, and they were not employed by the employer immediately prior to becoming an apprentice or trainee, the minimum rate of pay shall be as specified in the following table:

WAGE LEVEL	TOTAL WEEKLY RATE PAYABLE
1	75% of PE Level 6
2	80% of PE Level 6
3	84% of PE Level 6
4	90% of PE Level 6
5	100% of PE Level 6

## 5.6 Protective Clothing

Where a school-based apprentice or trainee is required to wear protective clothing or uniforms, the employer shall provide or reimburse the apprentice or trainee for the relevant protective clothing or uniform in accordance with the *Workplace Health and Safety Act 1996*, and the Award.

## 5.7 Superannuation

In addition to the rates of pay prescribed by this Order, eligible school-based apprentices and trainees shall be entitled to Occupational Superannuation Benefits in accordance with the Award or industrial instrument.

# 6. WAGE PROGRESSION

## 6.1 Wage Progression

- (a) Progression through the wage levels shall be on the attainment of competencies/minimum training requirements. The principal consideration for wage progression is the achievement and demonstration of competencies. The elapsing of a period of time or the completion of a proportion of the nominal duration of the training program has been included in the wage progression table in clause 6.2, as a safety net.
- (b) The employer considers that a competency will not be achieved within the period specified in the schedules, they shall notify the Training Recognition Council in writing within 14 days, in accordance with the provisions of Section 82 of the *Training and Employment Act 2000*, as amended from time to time. The matter shall be processed in accordance with the Approved procedures of the Training Recognition Council.
- (c) Once the notification specified in paragraph (b) has been submitted, the apprentice or trainee shall not progress automatically to the next wage level through the completion of the period specified in the schedule. They shall remain on their existing rate of pay until the matter is resolved in accordance with clause 6.1.
- (d) As a result of the processing of this matter in accordance with the approved procedures of the Training Recognition Council, the parties to the training contract, after consultation with the supervising registered training organisation, may agree that the period specified in the schedule needs to be extended to a new date that will allow the apprentice or trainee to attain the competencies required. In such cases, the period

specified may be extended by written agreement of the parties to the training contract. The employer shall retain a copy of the written agreement and shall make it available for inspection.

- (e) If an employer fails to notify the Training Recognition Council in accordance with paragraph (b), or if the period specified in the schedule is not extended in accordance with paragraph (d), the apprentice or trainee shall progress to the next wage level at the completion of the period specified in the schedule.
- (f) Subsequent wage progressions shall be in accordance with the provisions of this schedule.
- (g) Where the minimum training requirements of an apprenticeship or traineeship are based on the achievement of competencies or a period of time after commencing at the wage level, the period of time specified shall refer to full time apprentices and trainees only. For part-time and school-based apprentices and trainees, the minimum period of time specified for wage progression arrangements shall be double that specified for full-time apprentices or trainees.

## 6.2 Wage Rates

6.2.1 Clause 6.2.1 applies to apprentices and trainees engaged in apprenticeships and traineeships in the following qualifications:

- Certificate I in Polymer Processing
- Certificate II in Polymer Processing
- Certificate II in Process Manufacturing (Production Support) PMB20198
- Certificate III in Polymer Processing
- Certificate III in Process Manufacturing (Production Support) PMB30198

- (a) Apprentices and trainees shall commence at the relevant wage rate, as detailed below, after determining their skill levels by an initial assessment of their relevant competencies.
- (b) Apprentices and trainees shall be entitled to the wage progressions as indicated in the following table at the prescribed percentage of the Production Employee Level 6 wage rate according to the relative competencies successfully achieved.
- (c) On completion of the apprenticeship or traineeship, the successful apprentice or trainee shall be entitled to the entitlements of the Production Employee as indicated in the fourth column of the following table for the AQF qualification level achieved when a vacancy occurs in a position assigned to that level.

Wage Level	Minimum Training Requirements on Entry	The Training Wage Rate as a % of Production Employee (PE) Level 6. (During training for the relevant AQF Level)	PE Wage outcome on successful completion of the relevant apprenticeship or traineeship
1	On commencement with nil or limited competencies up until successful completion of 50% of the total competencies specified in the Training Record for the AQF Level 1 Or Until 6 months after commencing the apprenticeship or traineeship, whichever is the earlier.	40%	N/A
2	On attainment of the 50% of the total competencies specified in the Training Record for AQF Level 1 and up until successful completion of the total competencies specified in the Training Record for AQF Level 1 Or Until 6 months after commencing Wage Level 2, whichever is the earlier.	55%	AQF1 / PE3
3	On attainment of the total competencies specified in the Training Record for AQF Level 1 and up until successful completion of the total competencies specified in the Training Record for AQF Level 2 Or	75%	AQF2 / PE4

Wage Level	Minimum Training Requirements on Entry	The Training Wage Rate as a % of Production Employee (PE) Level 6. (During training for the relevant AQF Level)	PE Wage outcome on successful completion of the relevant apprenticeship or traineeship
	Until 12 months after commencing Wage Level 3, whichever is the earlier.		
4	On attainment of the total competencies specified in the Training Record for AQF Level 2 and up until successful completion of the apprenticeship or traineeship	90%	AQF3 / PE6

6.2.2 Clause 6.2.2 applies to apprentices and trainees engaged in an apprenticeship or traineeship qualification from the Plastics, Rubber and Cable Making Training Package, not mentioned in clause 6.2.1.

- (a) Apprentices or trainees shall commence at the relevant wage rate, as detailed below, after determining their skill levels by an initial assessment of their relevant competencies.
- (b) Apprentices or trainees shall be entitled to the wage progressions as indicated in the following table at the prescribed percentage of the Production Employee Level 6 wage rate according to the relative competencies successfully achieved.
- (c) The table below allows for apprenticeships or traineeships to be completed on the attainment of a relevant AQF I, AQF II, AQF III or AQF IV Qualification. The PE wage outcome on successful completion of the relevant apprenticeship or traineeship is shown in the final column of the table below.

Wage Level	Minimum Training Requirements on Entry	The Training Wage Rate as a % of Production Employee (PE) Level 6. (During training for the relevant AQF Level)	PE Wage outcome on successful completion of the relevant apprenticeship or traineeship
1	On commencement with nil or limited competencies up until successful completion of 3 competencies specified in the Training Plan Or Until 6 months after commencing the apprenticeship or traineeship, whichever is the earlier.	40%	N/A
2	On attainment of 3 competencies specified in the Training Plan and up until successful completion of 7 competencies specified in the Training Plan Or Until 6 months after commencing Wage Level 2, whichever is the earlier.	55%	AQF1 / PE3
3	On attainment of 7 competencies specified in the Training Plan and up until successful completion of 14 competencies specified in the Training Plan Or Until 12 months after commencing Wage Level 3, whichever is the earlier.	75%	AQF2 / PE4
4	On attainment of 14 competencies specified in the Training Plan and up until successful completion of 21 competencies specified in the Training Plan <i>Or</i> Until 12 months after commencing Wage Level 4, whichever is the earlier.	90%	AQF3 / PE6
5	On attainment of 21 competencies specified in the Training Plan and up until successful completion of the AQF	100%	AQF4/PE7

Wage Level	Minimum Training Requirements on Entry	The Training Wage Rate as a% of Production Employee (PE) Level 6. (During training for the relevant AQF Level)	PE Wage outcome on successful completion of the relevant apprenticeship or traineeship
	IV apprenticeship or traineeship.		

### 6.3 Part-Time Apprentices or Trainees

Part-time apprentices and trainees shall be paid on an hourly basis. The hourly rate for a part-time apprentice or trainee shall be calculated by dividing the appropriate weekly rate by the number of ordinary weekly hours according to the Award or industrial instrument.

### 6.4 School-Based Apprentices or Trainees

School-Based apprentices or trainees shall be remunerated in accordance with the provisions of this section for all time worked including time spent undertaking on-the-job training. School-based apprentice's and trainee's remuneration shall be paid on an hourly rate calculated by dividing the appropriate weekly rate by the number of ordinary weekly hours according to the Award or industrial instrument plus 20%:

Provided that a school based apprentice or trainee shall not be entitled to the following:

- wages for time spent at school or undertaking off-the-job training;
- annual leave;
- sick leave; and
- public holidays, where the trainee is not required to work on such days.

## 7. DISPUTE RESOLUTION PROCEDURES

- (a) Any dispute or grievance arising from difficulties in translation, assessment, progression through the levels or the achievement of competencies shall be addressed through the Training Recognition Council, the processes of the Act and after due consultation with the relevant Industry Training Advisory Body.
- (b) Notwithstanding the above, any further dispute and/or grievance shall be managed through the processes of the Award.

## 8. INDUSTRIAL RELATIONS

- (a) The employer shall make available for inspection time and wages records of apprentices or trainees in accordance with the relevant legislation.
- (b) The employer shall make available time during any induction process for authorised representatives to address the apprentices and/or trainees.
- (c) Upon requests, the employer may allow authorised representatives to address apprentices and/or trainees during working time on matters associated with the terms and conditions of employment, provided that such discussions do not unreasonably disrupt the work process.
- (d) With the apprentice's or trainee's consent, the employer may administer payroll deductions of union fees.

## 9. RECOGNITION OF PRIOR LEARNING

The employer will ensure that apprentices and trainees have access to mechanisms for the Recognition of Prior Learning.

### SCHEDULE 4

Schedule 4 applies to employees of Bandag Manufacturing Pty. Ltd. at their factory premises situated at 70 Industrial Avenue, Wacol, engaged on any operation in or in conjunction with the handling, preparation, manufacture or repair of:

- (i) rubber;
- (ii) rubber goods;
- (iii) goods containing rubber;
- (iv) goods in the manufacture of which rubber is used.

### 1.1 Hours of work

1.1.1 The ordinary hours of work shall be an average of 38 hours per week worked either within a four week cycle or a two week cycle.

1.1.2 *Day workers*

(a) Four week cycle - The ordinary hours of work shall be worked as a four week cycle Monday to Friday inclusive with 19 working days of 8 hours between the hours of 6.00 a.m. to 5.00 p.m. with one rostered day off during the cycle.

(b) Two week cycle - The ordinary hours of work shall be worked as a two week cycle Monday to Friday inclusive with 9 working days between the hours of 6.00 a.m. to 5.00 p.m. of a maximum of 8 hours 27 minutes per day and one rostered day off during the cycle.

(c) The rostered day off will normally be a Monday or Friday for both working cycles.

1.1.3 *Shift workers*

(a) Four week cycle - The ordinary hours of work shall be worked as a four week cycle Monday to Friday inclusive with 19 working days of 8 hours with one rostered day off during the cycle.

Shift workers shall work the day shift between 6.00 a.m. and 2.30 p.m., the afternoon shift between 2.30 p.m. and 10.30 p.m. and the night shift between 10.00 p.m. and 7.00 a.m.

Provided that once the starting and finishing times are set in each cycle they will not be changed during that cycle.

Provided further that the hours prescribed in clause 1.1 may be varied from time to time by agreement in writing between the employer, the majority of employees and the Union.

(b) Two week cycle - The ordinary hours of work shall be worked as a two week cycle Monday to Friday inclusive with 9 working of a maximum of 8 hours 27 minutes per day and one rostered day off during the cycle.

Shift workers shall work the day shift between 6.00 a.m. and 2.30 p.m., the afternoon shift between 2.30 p.m. and 11.00 p.m. and the night shift between 10.00 p.m. and 7.00 a.m.

Provided that once the starting and finishing times are set in each cycle they will not be changed during that cycle.

Provided further that the hours prescribed in clause 1.1 may be varied from time to time by agreement in writing between the employer, the majority of employees and the Union.

(c) The rostered day off will normally be a Monday or Friday for both working cycles.

1.1.4 *Notice*

(a) Day workers shall be given at least 2 clear days' notice of transfer from day work to shift work.

(b) Shift workers shall be given at least 2 weeks' notice of transfer from a 19 day month to a 9 day fortnight or vice versa, and of transfer to day work.

1.1.5 *Rostered days off*

(a) When a public holiday falls on a rostered day off another day shall be allowed within 5 working days at the employer's discretion.

(b) Nothing in clause 1.1 will prevent an individual employee substituting the day that the employee is rostered off duty for another day if such substitution is agreed to by the employer.

**1.2 Overtime**

1.2.1 An employee who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not at least 8 consecutive hours off duty between those times, shall, subject to clause 1.2.1 be released after completion of such overtime until the employee has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

1.2.2 If, on the instruction of the employer, such an employee resumes or continues work without having had such 8

consecutive hours off duty, the employee shall be paid double rates until the employee is released from duty for such period and shall then be entitled to be absent until the employee has had 8 consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.

- 1.2.3 The employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

### **1.3 Special rates/allowances**

#### **1.3.1 Work in rain**

When an employee is required to perform work in the rain and by so doing gets their clothes wet, they shall be paid double rates for all work so performed. Such payment shall continue until such time as they finish work or are able to change into dry clothing.

#### **1.3.2 Carbon black/heat and fumes**

- (a) Employees handling carbon black in a bulk store; employees handling carbon black elsewhere before processing; and employees engaged in processing free carbon black shall be paid the sum of \$1.99 per day in addition to the rate herein fixed for the class of work performed.
- (b) Where employees are engaged in sweeping free carbon black or employees are engaged in baling used carbon black bags they shall be paid the allowance abovementioned.
- (c) Persons employed in carbon black operations who are entitled to the special rate of \$1.99 per day prescribed above shall be paid an allowance of \$1.97 per day in lieu of washing up time.
- (d) Any employee engaged for a complete shift as a tread press operator and who in the course of such engagement is subjected to excessive heat and fumes, shall be paid an additional \$1.97 per shift while so engaged.

### **1.4 Method of Payment - 38 Hour Week**

#### **1.4.1 Calculation of Payment Ordinary Hours - Four week cycle**

- (a) Payment for ordinary hours shall be at eight hours per day with an accrual of 24 minutes per day toward a paid rostered day off.
- (b) An employee shall work up to 152 ordinary hours in a four week work cycle with one paid rostered day off during the cycle.

#### **1.4.2 Calculation of Payment Ordinary Hours - Two week cycle**

- (a) Payment for ordinary hours shall be at eight hours per day notwithstanding that employees may be required to work up to 8 hours 27 minutes under the conditions of clause 1 of the Schedule.
- (b) Employees will accrue up to 51 minutes per day towards a paid rostered day off.
- (c) An employee shall work up to 76 ordinary hours in a two week cycle with one paid rostered day off during the cycle.

- 1.4.3 *Absence from duty* - Where an employee is absent from duty (other than on Annual Leave, Long Service Leave, Public Holidays, Paid Sick Leave, Workers Compensation, Bereavement Leave or Jury Service) they shall, for each day absent lose ordinary pay for each such day calculated by dividing their ordinary weekly wage rate by 5.

An employee who is absent for part of a day shall lose average pay for each hour they are absent by dividing his ordinary weekly wage rate by 38.

- 1.4.4 *Annual leave* - Where an employee takes Annual Leave, their entitlement to accrue towards a rostered day off shall cease. The employee shall not be entitled to a rostered day off during the period of Annual Leave.

- 1.4.5 *Long Service Leave* - Where an employee takes long service leave, their entitlement to accrue towards a rostered day off shall cease. The employee shall not be entitled to a rostered day off during the period of Long Service Leave.

- 1.4.6 *Sick Leave, Bereavement Leave* - Employees are not eligible for sick leave or bereavement leave as prescribed in this award in respect of absences on rostered days off as such absences are outside their usual hours of duty.

## 1.5 Plant Shutdown

- 1.5.1 Where the employer closes down the plant, or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of employees in the plant, or section or sections concerned, employees whose length of service at the commencement of such closedown does not entitle them to sufficient *pro rata* annual leave to cover the total period of the close down may be stood down without pay for the balance of the period in excess of their annual leave.

## SCHEDULE 5

Schedule 5 applies to employees of Iplex Pipelines Australia Pty Ltd, at their premises on South Pine Road, Strathpine, Brisbane, Queensland engaged on any operation in or in connection with or incidental to the handling, preparation, manufacture, or repair of rubber or plastic materials.

### 1.1 Hours of work

- 1.1.1 *Day worker* - The ordinary working hours of day workers shall be an average of 38 per week over a 4 week cycle and shall be worked within the following provisions:

- (a) such hours shall be worked as a 4 week cycle Monday to Friday inclusive with 19 working days of 8 hours between the hours of 7 a.m. and 6 p.m. with one rostered day off per cycle.
- (b) when rostered days off fall on a public holiday the employee and the employer shall agree to an alternative day off in lieu thereof.

- 1.1.2 *Shift workers* - The ordinary working hours of shift workers shall be an average of 38 per week over a 4 week cycle and shall be worked within the following provisions:

- (a) such hours will be worked as a 4 week cycle with 3 weeks of 5 consecutive working days of 8 hours and one week of 4 working days of 8 hours with a rostered day off.
- (b) when rostered days off fall on a public holiday the employee and the employer shall agree to an alternative day off in lieu thereof.
- (c) shift work shall be worked in accordance with a roster as mutually agreed between the employer and the employee. One week's notice is required by both the employer and the employee to change this roster.

- 1.1.3 *Maximum number of hours* - An employee who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times shall, subject to clause 1.1.3, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until the employee is released from duty for such period and shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of clause 1.1.3 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
- (b) where a shift worker does not report for duty; or
- (c) where a shift is worked by arrangement between the employees themselves;
- (d) nothing in clause 1.1 shall prevent an individual employee substituting the day that the employee is rostered off for another day if such substitution is agreed to by the employer;
- (e) the Company, with the agreement of the majority of employees concerned, may substitute the day an employee is to be rostered off duty for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.

- 1.1.4 *Rostered day off - flexibility* - Management has the option of banking 5 rostered days off per year per employee to provide the necessary flexibility during the peak periods of business.

The implementation of the above provision is subject to the following conditions by Management:

(a) stipulate the continuous working cycle period;

(b) stipulate the period when banked R.D.O.'s may be taken, either in blocks or separate periods:

Provided that all employees shall be advised by Management at least 2 weeks in advance of the period the employee is to take off.

An individual employee with the agreement of Management may substitute the period of time the employee is to take off for another nominated period.

Where R.D.O.'s are so banked ordinary rates will be paid for work done on those days which would otherwise have been R.D.O.'s.

## 1.2 Overtime

1.2.1 All overtime, except as hereinafter provided, shall be paid for at one and a-half times the ordinary rate for the first 2 hours and double time thereafter:

Provided that if employees are called upon to work overtime on Saturday they shall be paid at one and a-half times the ordinary rate for the first 2 hours and double time thereafter, with a minimum of 4 hours' work or payment thereafter.

1.2.2 Any employee who is required to continue working for more than one and a-half hours after the ordinary ceasing time shall be allowed 30 minutes for a meal after the first one and a-half hours worked and, also 30 minutes after each further 4 hours worked provided work is to continue thereafter. No deduction of pay shall be made for such meal breaks.

1.2.3 All work performed on Sunday shall be paid for at double rates.

## 1.3 Jury service

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the employer by an amount equal to the difference between the amount paid in respect of the 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.

An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee, shall give the employer proof of such attendance, the duration of such attendance and the amount received in respect of such jury service.

## 1.4 Wages

1.4.1 *Juniors* - The following percentages shall apply to juniors -

Of age 16 and under	65% of the appropriate adult rate.
At age 17 years	75% of the appropriate adult rate.
At age 18 years	85% of the appropriate adult rate.
At age 19 years	100% of the appropriate adult rate.

Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.

A junior required by the employer to perform the duties of an adult shall thereafter continue to be so classified and be entitled to the adult rate of payment prescribed by this Award.

1.4.2 *Leading hands* - An employee appointed by the employer to supervise the work of other employees shall be paid at the rate set out hereunder in accordance to the rate fixed for the class of work performed by the employee.

	Per week \$
In charge of not less than 1 and not more than 10 employees, at the rate of	20.59
In charge of more than 10 and not more than 20 employees, at the rate of	31.25
In charge of more than 20 employees, at the rate of	40.86

For acting leading hands that are appointed by management from time to time will be paid on a hourly basis only, after completion of more than 4 hours.

1.4.3 *Shift allowance* - Employees employed on afternoon and/or night shift shall be paid for such shift 15% more than the ordinary daily rate.

1.4.4 *Special rates* - Employees engaged in continuous grinding inside pipes and manholes will be paid at the rate of 39.1 cents per hour whilst so engaged.

## 1.5 Casual employees

Casual employees shall be provided with a minimum of 4 hours' work on any one day, or shall be entitled to payment as for 4 hours' work on any one day.

## 1.6 Living away from home - distant work

1.6.1 *Qualification* - An employee shall be entitled to the provisions of clause 1.6 when employed on a job or construction work at such a distance from the employee's usual place of residence that the employee cannot reasonably return to that place each night.

(a) The employee shall be provided with reasonable board and lodging.

"Reasonable board and lodging" means lodging in a well kept establishment with 3 adequate meals each day, adequate furnishings, good bedding, good floor coverings, good lighting and heating and with hot and cold running water, in either a single room or a twin room if a single room is not available.

(b) If a midday meal is not provided, a meal allowance of \$9.60 will be paid.

### 1.6.2 *Travelling expenses*

(a) Forward journey - For the time spent in travelling to the site, payment will be at ordinary rates up to a maximum of 8 hours per day for each day of travel. Transport to the site will be provided by the best method applicable to the site. A meal allowance of \$9.60 will be paid for meals incurred while travelling.

(b) Return journey - An employee shall receive the same conditions as provided in 6.2(a) for the return journey.

(c) Departure point - Travelling time shall be calculated as the time taken for the journey from the employer's place of business, rail, bus or air terminal to the locality of the work.

(d) Whilst working on site an allowance of \$13.33 per day will be paid. In the event of prescribed site allowances applying to the job site, these allowances will be paid in lieu of the \$13.33.

## 1.7 Annual Leave

Where the Employer closes down his plant for the purpose of allowing annual holiday and there are any employees who have not qualified for the full period of four weeks' annual holiday, the employer may, in respect of such employees pay to such employees an amount equivalent to 1/12 of one week's wages for each week of service, and stand them off during the balance of the closing down without pay.

## SCHEDULE 6

Schedule 6 applies to employees of Joyce Corporation Ltd t/a Joyce Foam Products, Queensland throughout the State of Queensland engaged on any operation in or in connection with or incidental to the preparation, manufacture, handling and distribution, including use and operation of Visual display Units, or repair of rubber, goods containing rubber, duperite, bakelite, casein or similar compositions, synthetic rubber-likes, Guttaperchalikes, rubberlike plastics, thermoplastics and thermosetting plastics, polyester isocyanate compositions, nitrocellulose, leather cloth and elastomers.

### 1.1 Wages

The Minimum rate of wages payable to the undermentioned classes of employees shall be as follows:

	Per Week \$
GROUP 1 Means to include - Trainee Storeperson and Packer and all other employees not elsewhere classified on commencement for a period exceeding 3 months	588.20

	Per Week \$
GROUP 2 Means to include - Sewing Machinist; Employee Wrapping/Sealing; Assistant Loading/Despatch Control; Material Cutter; Chopping/Shredding Foam	676.10
GROUP 3 Means to include - Core Covering Operations; Foam Press Operation; Serviceperson; Foam Fabrication	681.20
GROUP 4 Means to include - Vertical Saw; Horizontal Saw; Radial Saw; Closing Machine Operations; Material Control including Scrap and Foam Material Control	691.80
GROUP 5 Means to include - Fork Lift Operation; Storeperson/Controller including Clerical and loading duties Foam Manufacturing Operations Assistant	699.90
GROUP 6 Means to include - Those competent in Foam Manufacturing Operations	718.70

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.

## **1.2 Juniors**

The following percentages of the appropriate level of competency shall apply to junior employees:

Age	Percentages
16 years of age and under	65%
At 17 years of age	75%
At 18 years of age	85%
At 19 years of age	100%

A Junior classified as an adult by the employer shall continue to be classified and be paid the adult level of pay for the level of competency attained.

## **1.3 Hours of work**

In addition to the provisions of the Award, an employee may work in excess of the 76 hour average on a 2 week period with such hours in excess being banked to a maximum of 15.2 hours in any 28 days. Where less than 7.6 hours in any 28 days are banked then such hours may be paid out at the appropriate overtime rate.

The banked hours shall be taken as time off in lieu of ordinary work hours at a time convenient to the employer, provided the employee shall take time off so as to not exceed the maximum 45.6 hours banked, such time off shall be mutually agreed between the employer and employee.

#### **1.4 Overtime**

Any employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 hours off duty between those times shall, subject to clause 1.4 be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instruction of the employer the employee resumes or continues work without having had such 10 hours off duty, the employee shall be paid double time until being released from duty for such period and shall be entitled to be absent until having had 10 consecutive hours off duty with loss of the pay for ordinary working time occurring during such absence.

The provisions of clause 1.4 shall apply in the case of shift workers and day workers on 10 hour work periods as if 8 hours were subtitled for 10 hours when overtime is worked -

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

#### **1.5 Shift work**

Employees working shift work shall be paid 15% of the ordinary hourly rate for Group 2 each hour worked on afternoon or night shift, Monday to Friday inclusive and employees working night shift work shall be paid 15% shift allowance for each hour worked on night shift, Monday to Friday inclusive.

Week-end payments - continuous shift - time and one-half of the ordinary rate shall be paid for work rostered between 11:00pm Friday and 11:00pm Saturday. Any rostered work between 11:00 p.m. Saturday and 11:00 p.m. Sunday shall be paid at double time.

#### **1.6 Union training leave**

A Union delegate or duly elected or appointed Union representative shall be entitled to up to 5 days leave per year on ordinary time pay for the purpose of attending a course conducted by or with the approval of the Union. Leave taken pursuant to clause 1.6 shall be counted as continuous service for all purposes of the Award. The employer shall be not be required to pay for more than 5 days' leave in any one calendar year.

#### **1.7 Jury service**

An employee 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 attending Jury Service, provided that the employee furnishes proof of attendance as a Jurist for the period the employee was absent from work.

The employee shall advise the employer as soon as possible of any dates that the employee is required to attend for Jury Service and furnish to the employer at the completion of such service proof of the payment received for such attendance.

Dated 9 December 2003.

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

Operative Date: 1 December 2003