

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**ROYAL BLIND FOUNDATION AWARD - STATE 2003**

Pursuant to s. 698 of the *Industrial Relations Act 1999* the Royal Blind Foundation Award - State 2003 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Royal Blind Foundation Award - State 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill  
Industrial Registrar

**ROYAL BLIND FOUNDATION AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Royal Blind Foundation Award - State 2003.

**1.2 Arrangement**

Subject Matter	Clause No.
<b>PART 1 - APPLICATION AND OPERATION</b>	
Title	1.1
Arrangement	1.2
Award coverage	1.3
Date of operation	1.4
Parties bound	1.5
Definitions	1.6
<b>PART 2 - FLEXIBILITY</b>	
Enterprise flexibility	2.1
<b>PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION</b>	
Consultative arrangements	3.1
Grievance and dispute settling procedure	3.2
<b>PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS</b>	
Employment categories	4.1
Part-time employment	4.2
Casual employment	4.3
Trainees	4.4
Probation	4.5
Incidental and peripheral tasks	4.6
Temporary suspension for misconduct	4.7
Termination of employment	4.8
Introduction of changes	4.9
Redundancy	4.10
Continuity of service - transfer of calling	4.11

Subject Matter	Clause No.
Anti-discrimination	4.12
<b>PART 5 - WAGES AND WAGE RELATED MATTERS</b>	
Characteristics of classification levels	5.1
Wages	5.2
Occupational superannuation	5.3
<b>PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK</b>	
Hours of work	6.1
Meal breaks	6.2
Rest pauses	6.3
Overtime	6.4
<b>PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS</b>	
Annual leave	7.1
Sick leave	7.2
Long service leave	7.3
Family leave	7.4
Bereavement leave	7.5
Special leave	7.6
Public holidays	7.7
Jury service	7.8
<b>PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK</b>	
No provisions inserted in this Award relevant to this Part.	
<b>PART 9 - TRAINING AND RELATED MATTERS</b>	
Training	9.1
<b>PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES</b>	
Protective equipment	10.1
<b>PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS</b>	
Right of entry	11.1
Time and wages record	11.2
Union encouragement	11.3
Posting of Award	11.4

### **1.3 Award coverage**

This Award shall apply to:

- (a) Royal Blind Foundation; and
- (b) Employees employed by Royal Blind Foundation whose rates of pay are prescribed by this Award.

### **1.4 Date of operation**

This Award takes effect from 29 September 2003.

### **1.5 Parties bound**

This Award is legally binding upon the Employees as prescribed by clause 1.3 and their Employer, and the Unions and their members.

### **1.6 Definitions**

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

1.6.2 "Chief Executive" means the Chief Executive of Royal Blind Foundation.

- 1.6.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.6.4 "Double Rates" means one time in addition to the prescribed rate of pay.
- 1.6.5 "Employee" for the purposes of this Award means a person employed by Royal Blind Foundation whose rates of pay are prescribed by this Award.
- 1.6.6 "Employer" means Royal Blind Foundation.
- 1.6.7 "Manager" means the Manager of Queensland Blind Industrial Centre Industries.
- 1.6.8 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch or The Queensland Public Sector Union of Employees in accordance with the eligibility rules of the respective Unions.
- 1.6.9 "Union Representative" means a member of the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch as nominated by the Secretary of that Union or a member of the State Public Sector Union of Employees as nominated by the General Secretary of that Union as the case may be.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

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

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

### **3.1 Consultative arrangements**

Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the Employer and the Union or the Employer and the majority of employees affected, the following procedures shall apply:

- 3.1.1 Facilitative provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the Union depending upon the particular provisions.
- 3.1.2 Employees may be represented by their local Union representation and shall have the right to be represented by their local Union official/s.
- 3.1.3 Facilitative provisions can only be implemented by agreement.
- 3.1.4 In determining the outcome from facilitative provisions, neither party should unreasonably withhold agreement.
- 3.1.5 Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the Union depending upon the particular provisions.
- 3.1.6 Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted as a group.
- 3.1.7 Any agreement reached must be documented, and shall incorporate a review period.
- 3.1.8 Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or changes to a shift roster, the relevant Union/s is/are to be notified in writing at least one week in advance of the implementation date.

### **3.2 Grievance and dispute settling procedure**

- 3.2.1 The objective of the procedures are to promote the prompt resolution of grievances by consultation, co-operation and discussion; to reduce the level of disputation; and to promote efficiency, effectiveness and equity in the workplace.
- 3.2.2 This procedure applies to all industrial matters within the meaning of the Act.
- 3.2.3 *Stage 1:* In the first instance the employee shall inform the employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult the employee's Union Representative during the course of Stage 1. It is recognised that the immediate supervisor (of the employee advising of the grievance) may consult the Manager during the course of Stage 1.
- 3.2.4 *Stage 2:* If the grievance remains unresolved, the employee shall refer the grievance to the Chief Executive and the Chief Executive shall consult with the parties. If desired by either party, the matter shall also be notified to the Union.

The Chief Executive shall ensure that:

- (a) the aggrieved employee or the employee's Union Representative has the opportunity to present all aspects of the grievance;
- (b) the grievance shall be investigated in a thorough, fair and impartial manner.

The Chief Executive may appoint another person to investigate the grievance. The Chief Executive may consult with the Union in appointing an investigating officer. The appointed person shall be other than the employee's supervisor.

If the matter is notified to the Union, the investigating officer shall consult with the Union during the course of the investigation. The Chief Executive shall advise the employee initiating the grievance, the employee's Union Representative and any other employee directly concerned, of the determinations made as a result of the investigation of the grievance.

The Chief Executive may delegate grievance resolution powers under the clause to a nominated representative who may be the Manager provided the Manager was not consulted by the relevant supervisor during the course of Stage 1 of the grievance.

- 3.2.5 The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

*Stage 1:* Discussions should take place between the employee and the employee's supervisor within 24 hours and the procedure shall not extend beyond 7 calendar days.

*Stage 2:* Not to exceed 21 calendar days.

- 3.2.6 If the grievance is not settled the matter shall be referred to the Commission by either party.
- 3.2.7 Subject to legislation, while the grievance procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- 3.2.8 Where the grievance involves allegations of sexual harassment or discrimination, an employee may commence the procedure at Stage 2.
- 3.2.9 Where the grievance involves a review of the employee's productive capacity, pursuant to clause 5.2.1(b) the grievance appeal procedure shall commence at Stage 2.

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

### **4.1 Employment categories**

- 4.1.1 Employees (other than casual 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 A part-time employee is an employee who:

(a) is employed for not less than 4 hours per week and for less than 38 ordinary hours per week; and

(b) has regular hours of work; and

(c) receives, on a *pro rata* basis, equivalent pay and conditions to those of full-time employees covered by this Award:

4.2.2 At the time of engagement, the Employer and the employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed and the usual daily starting and finishing times.

4.2.3 Any amendment to the normal starting and ceasing times will be by in accordance with clause 6.1.

4.2.4 The agreed number of ordinary hours per week will not be amended without the consent of the employee. Any such agreed amendment to the number of weekly hours of work will be recorded in writing.

4.2.5 An Employer is required to roster a part-time employee for a minimum of 3 consecutive hours on any day.

4.2.6 The spread of ordinary working hours shall be the same as those prescribed for a full-time employee under this Award.

4.2.7 Where it is essential for a part-time employee to work beyond the daily approved part-time hours and where the total number of such daily hours worked is less than the ordinary full-time daily hours or not more than 38 hours per week, such additional hours shall be paid for at ordinary rates. Such additional time shall be included in calculating *pro rata* entitlements.

4.2.8 A part-time employee shall be paid at the same hourly rate as a full-time employee for performing duties of the same classification.

4.2.9 The public holiday provisions of clause 7.7 shall apply, provided that a part-time employee who usually works on a day of the week on which a public holiday falls, and who is not required to work on that day, shall be paid for the hours which would otherwise have been worked on that day.

## **4.3 Casual employment**

4.3.1 A casual employee is an employee other than a part-time employee who is engaged as such on an hourly basis.

4.3.2 Casual employees shall be paid 23% in addition to the ordinary rates of pay specified in clause 5.2. Each engagement shall stand alone, with a minimum payment of 2 hours made in respect to each engagement. Where applicable, a casual employee shall be further entitled to the provisions of overtime, Saturday penalty rates and payment for work performed on public holidays. In respect of Sundays, casual employees shall be paid at the rate of double time and shall not be entitled to an additional payment of the 23% casual loading.

4.3.3 The engagement of casual employees shall not be used by the Chief Executive to permanently fill any full-time position.

## **4.4 Trainees**

Employees engaged under the Queensland Blind Industrial Centre Industries' one year traineeship approved under the *Training and Employment Act 2000* shall be subject to the same rate of wages and the same productivity assessment arrangements pursuant to clause 5.2 as Production Worker 1 defined in clause 5.1

During the training year an employee engaged under such a traineeship shall be occupying a position entitled "Trainee - Industrial Manufacturing".

## **4.5 Probation**

4.5.1 The employment of an employee other than a casual employee shall be subject to the completion of a 3 month probationary period with reviews occurring at no more than 4 weekly intervals.

4.5.2 The Employer shall ensure that a regular system of appraisal is established which will provide the employee with information on the employee's performance during the period of probation and on appropriate remedial steps to improve performance where such performance is considered unsatisfactory.

4.5.3 On completion of the probationary period, the Employer may confirm the employment, terminate the employment, or extend the probation for a further period:

Provided that in such cases the Employer may, at any time during the probationary period where the employee's performance or behavior is unsatisfactory, terminate the employment of an employee who is on probation.

#### **4.6 Incidental and peripheral tasks**

4.6.1 The Employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training and consistent with the classification structure of the Award:

Provided that such duties are not designed to promote deskilling.

4.6.2 The Employer may direct an employee to carry out such duties and use such tools and equipment as may be required:

Provided that the employee has been properly trained in the use of such tools and equipment.

4.6.3 Any direction issued by the Employer pursuant to clauses 4.6.1 and 4.6.2 shall be consistent with the responsibility to provide a safe and healthy working environment.

#### **4.7 Temporary suspension for misconduct**

4.7.1 The Manager may temporarily suspend an employee covered by this Award for a period of up to 24 hours for misconduct being misconduct that is not serious misconduct.

(a) An employee suspended may be suspended with or without pay.

(b) When an employee is suspended the Union shall be notified of the suspension and the term and manner of the suspension.

##### *4.7.2 Serious misconduct*

(a) The Manager may temporarily suspend an employee for a period of 48 hours up to 28 consecutive days for serious misconduct.

(b) An employee so suspended may be suspended with or without pay.

(c) When an employee is suspended the Union shall be notified of the suspension and the term and manner of the suspension.

(d) An employee suspended under clause 4.7.2 may appeal against the suspension by notifying the Chief Executive either orally or in writing and may appeal against the decision to suspend the employee or the decision to suspend the employee without pay.

(e) Upon being notified of the employee's intent to appeal a decision, the Chief Executive must as soon as possible or in any event within 72 hours convene a panel to hear and determine the employee's appeal. The panel will be comprised of:

(i) a nominee of the Chief Executive; and

(ii) a nominee of the Union; and

(iii) a third person acceptable to both the Chief Executive and the Union.

(f) An employee suspended under clause 4.7.2 may be represented the appeal by the employee's Union Representative, agent or a supervisor not being a supervisor who is involved in any matter that led to the decision of the Manager to suspend the employee.

(g) The appeal panel shall make its decision in relation to the appeal on the day that the appeal is heard and shall advise the employee orally of its decision which shall then be recorded in writing and provided to the employee.

4.7.3 Nothing in this Award shall prevent the Chief Executive from summarily dismissing an employee for serious misconduct.

#### **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 Termination by employee*

(a) 2 weeks' notice of termination of employment is required to be given by an employee to the Employer.

(b) If an employee fails to give notice the Employer shall have the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate for the period of notice.

#### **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 (relevant) 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 (relevant) 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 (relevant) 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 (relevant) 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 (relevant) 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 varied 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 varied 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.

#### **4.12 Anti-discrimination**

4.12.1 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 any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

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

4.12.3 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.

4.12.4 Nothing in clause 4.12 is to be taken to affect:

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

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

#### **5.1 Characteristics of classification levels**

NOTE: It is not necessary to satisfy all the criteria under each level to be classified at the level.

##### *5.1.1 Production worker 1*

- (a) An employee at this level performs a range of duties under supervision which includes:
  - (i) with a significant degree of support and supervision, manufacturing of products using hand skills with limited use of tools;
  - (ii) with direction and support, assembly and packing with limited use of tools;
  - (iii) general labouring;
  - (iv) other tasks requiring the exercise of minimal judgement.

##### *5.1.2 Production worker 2*

- (a) An employee at this level performs a range of duties beyond the skills of a Level 1 employee and/or with a lesser degree of supervision and support, including:
  - (i) understanding and undertaking basic quality control;
  - (ii) acceptance of responsibility for quality of own work subject to routine supervision;
  - (iii) operating flexibly between workshops;
  - (iv) operating automatic or semiautomatic machinery and/or a range of hand tools or machines;
  - (v) competency in and undertaking Level 1 duties when required.

5.1.3 *Production worker (Special skills)*

- (a) An employee at this Level performs a range of duties beyond the skills of a Level 2 employee including:
- (i) exercising discretion within the employee's level of skills;
  - (ii) operating machinery and equipment requiring the exercise of skill and knowledge;
  - (iii) applying knowledge of workplace operation in the production process;
  - (iv) machine setting, loading and problem rectification;
  - (v) exercising appropriate interpersonal and communication techniques and assisting with training of Level 1 and Level 2 Workers;
  - (vi) competency in and undertaking Level 1 and Level 2 duties when required.

**5.2 Wages**

5.2.1 *Wages - Vision impaired employees*

- (a) The rate of wages prescribed in clause 5.2.1(b) for vision impaired employees covered by this Award shall be subject to an assessment of the productive capacity of the employee and shall be in accordance with the following schedule:

Assessed Capacity	(% of prescribed rate)
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%
100%	100%

Provided that the minimum amount payable shall be not less than \$45 per week.

- (b) subject to clause 5.1 the rate of weekly wages shall be as follows:

	Per Week	
	\$	
Production Worker 1	568.20	
Production Worker 2	568.20	Queensland Minimum Wage plus \$52.60
Production Worker (Special Skills)	568.20	Queensland Minimum Wage plus \$102.70

- (c) For the purpose of establishing the percentage of the wage rate as prescribed in 5.2.1(a) to be paid to an employee, the productive capacity of the employee will be assessed by a panel comprising a nominee of the Queensland Blind Workers Union of Employees, a nominee of Royal Blind Foundation management and a nominee acceptable to both above parties.
- (i) Should an employee be dissatisfied with the assessment, the employee may request a review by the panel. The panel shall consult with the employee during the review process.
  - (ii) The rate of wages prescribed by clause 5.2.1(b) shall not take effect until the assessment process has occurred.

5.2.2 *Wages - Non-vision impaired employees*

The rate of weekly wages shall be as follows:

	Rate Per Week
	\$
Production Manager	887.60

Sales/Marketing Manager	887.60
Finance and Administration Manager	887.60
Employment Officer	821.40
Sales Representative	793.80
Supervisor (Support Worker)	755.40
Accounts and Administration Officer	755.40
Storeperson	640.40
Canteen Manager	621.30
Cleaner/Gardener	602.10
Casual Canteen Employee	577.20

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

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

### 5.3 Occupational superannuation

#### 5.3.1 Application

In addition to all other entitlements prescribed by this Award, all eligible employees shall be entitled to superannuation contributions paid by the Employer, subject to the following provisions.

#### 5.3.2 Contributions

- (a) The Employer shall contribute into an approved fund the rate that is applicable under *the Superannuation Guarantee Charge Act 1992* at ordinary time earnings per week on behalf of each eligible employee. The levels of contributions prescribed are currently as follows:

Financial Year	Percentage Level of Contributions
1997 - 1998	6%
1998 - 1999	7%
1999 - 2000	7%
2000 - 2001	8%
2001 - 2002	8%
2002 - 2003 and subsequent years	9%

- (b) The Employer may suspend contributions on behalf of an employee for any period when an employee is absent from work on unpaid leave:

Provided that the Employer shall continue to make contributions to an eligible employee in respect of any period during which an employee is absent from work on Workers' Compensation up to a maximum of 26 weeks.

#### 5.3.3 Eligibility

Contributions for an employee shall apply provided the ordinary time earnings of the employee exceed \$450 in any month.

#### 5.3.4 General

- (a) The Employer shall remit the contributions to the approved fund on a monthly basis.
- (b) Eligible employees may personally make contributions to the approved fund in addition to the Employer contributions prescribed in clause 5.3.2. The Employer shall, at the employee's written request, make arrangements for such authorised deductions from the employee's pay to be forwarded to the administrators of the approved fund.
- (c) No additional amount shall be charged by the Employer for the establishment, administration, management or any other charges in connection with the approved fund.

5.3.5 "Ordinary time earnings" - for the purpose of calculating the Employer contribution under clause 5.3 shall mean the weekly wage earned during ordinary time in the pay period concerned.

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

### **6.1 Hours of work**

6.1.1 The ordinary hours of work for employees covered by this Award shall be an average of 38 hours per week, to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

6.1.2 The ordinary hours of work exclusive of meal times shall not exceed 10 hours per day Monday to Friday inclusive:

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

6.1.3 The daily spread of hours for employees shall be worked between 6 a.m. and 6 p.m.

6.1.4 The ordinary starting and finishing times of employees may be staggered provided that there is agreement between the Employer and the majority of employees concerned.

6.1.5 Starting and finishing times may be altered to suit geographic, safety, climatic or traffic conditions by the Employer with the agreement of the majority of employees concerned. Any such altered starting and finishing time will not invoke any penalty payment that would not be payable if the award spread of hours were observed.

6.1.6 Employees are required to observe the nominated starting and finishing times for the day, including designated breaks to maximise available working time. Preparation for starting and finishing work, including personal clean up, shall be in the employees' time.

6.1.7 *Implementation of 38 hour week*

(a) The 38 hour week shall be implemented on one of the following bases 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 one or more days in each work cycle; or
- (iii) By fixing one or more work days in which all employees be off during a particular work cycle;
- (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 6.1.1(b) the Employer and employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one day to be taken off during a particular work cycle.

(c) Notwithstanding any other provision in clause 6.1.7, 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 concerned.

6.1.8 *38 hour week - Procedures for discussion*

(a) The Employer and all employees concerned 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) Notwithstanding the consultative measures outlined above, and notwithstanding any lack of agreement by employees, the Employer shall have the right to make the final determination as to method by which the 38 hour week is implemented or worked from time to time.
- (e) After implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may mutually be 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, using the foregoing provisions of clause 6.1.8, including clause 6.1.8(d).

## **6.2 Meal breaks**

All employees whether day workers or shift workers, shall be allowed not less than 30 minutes for a meal break between the 3rd and the 6th hours of duty.

## **6.3 Rest pauses**

Every employee shall be entitled to a rest pause of 10 minutes' duration in the Employer's time in the first and second half of the working day. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary:

Provided further that where an employee is engaged for 6 or less hours, such employee shall only be entitled to one rest pause.

## **6.4 Overtime**

- 6.4.1 Overtime, that is authorised time worked outside of or in excess of the ordinary hours of work shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.
- 6.4.2 All overtime worked on a Sunday shall be paid for at the rate of double time.
- 6.4.3 A minimum payment of 2 hours' work shall apply to all overtime worked on a Saturday or a Sunday.
- 6.4.4 An employee who is recalled to perform work after completing ordinary duty, or is recalled at least 2 hours prior to commencing ordinary duty shall be paid at overtime rates with a minimum payment of 2 hours.
- 6.4.5 Where an employee is directed to work during an unpaid meal break, the employee concerned shall be paid for the time so worked at the prescribed overtime rate with a minimum payment as for one-half hour worked.
- 6.4.6 Overtime shall be calculated to the nearest quarter of an hour in the total amount of time in respect to which overtime is claimed by an employee.
- 6.4.7 Where an employee is called upon to work for more than one hour before the ordinary commencing time or is required to work after 6 pm the employee shall be supplied with a meal of reasonable quality by the Employer or shall be paid \$9.60 in lieu thereof and shall be allowed one-half hour at the ordinary meal time for such meal:

Provided that an employee will be entitled to a further one-half hour break and a meal of reasonable quality and quantity or a further meal allowance after the completion of every additional 4 hours overtime worked.

- 6.4.8 An employee who performs overtime work on a Saturday, Sunday or public holiday, shall at the employee's option be granted time off at a mutually convenient time:

Provided that overtime taken on a time in lieu basis shall be taken in periods mutually agreed between the Employer and the employee.

- 6.4.9 An employee who works so much overtime between the completion of ordinary work on and the commencement of ordinary work on the next day, so that 10 consecutive hours off duty has not occurred, shall be released after completion of such overtime until 10 consecutive hours off duty occur, without loss of pay for ordinary working time occurring during such absence.

If, on the instructions of the Manager, such employee resumes or continues work without having had 10 consecutive hours off duty, the employee shall be paid Double Rates until released from duty for such period,

and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.

## **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 such Employee's employment be entitled to annual leave on full pay of 4 weeks.

By mutual agreement between the Employer and the Union concerned, Employees engaged in the same calling, within a facility may choose to be allowed an additional one week's leave in lieu of extra payment for work performed upon those public holidays as prescribed in clause 7.7:

Provided that the granting of the additional week's leave shall be dependent upon the individual Employees having completed a full year of employment and having actually worked ordinary rostered hours upon any of the public holidays.

7.1.2 Any period of annual leave shall be exclusive of any public holiday which may occur during the period of that annual holiday unless such public holiday is prescribed in clause 7.7.1 and an Employee receives the additional annual leave as prescribed in clause 7.1.1.

The annual leave shall be paid for by the Employer in advance and in accordance with clause 7.1.4:

In the case of any and every Employee in receipt immediately prior to the taking of annual leave ordinary pay at a rate in excess of the ordinary rate payable under this Award at that excess rate; and

In every other case, at the ordinary rate payable to the Employee concerned immediately prior to the taking of annual leave under this Award.

If the employment of any Employee is terminated before the expiration of a full year of employment, such Employee shall be allowed a monetary *pro rata* equivalent, proportional to the period of service, calculated in accordance with clause 7.1.4:

Provided that where an Employee is entitled to additional leave as prescribed in clauses 7.1.1, such additional annual leave shall be included in calculating the monetary *pro rata* equivalent.

All Employees shall have their annual leave entitlement debited by the number of ordinary hours they would have worked during the annual Christmas/New Year close down.

7.1.3 Should an Employee not take leave in any year, such leave shall be granted to the Employee in the following year in addition to leave for that year but the total accumulated leave shall not exceed 2 years accrued entitlement.

7.1.4 In respect to annual leave entitlements annual leave pay (including any proportionate payments) shall be calculated as follows.

In no case shall the payment by an Employer to an Employee be less than the sum of the following amounts:

- (a) The Employee's ordinary wage rate as prescribed by the Award for the period of the annual leave;
- (b) A further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.4(a).

### **7.2 Sick leave**

#### *7.2.1 Entitlement*

(a) Every Employee, except casuals and school-based apprentices and trainees, is entitled to 76 hours' sick leave for each completed year of their employment with their Employer:

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

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

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

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

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

#### 7.2.2 *Employee must give notice*

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

#### 7.2.3 *Evidence supporting a claim*

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

#### 7.2.4 *Accumulated sick leave*

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

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

The Employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the Employer.

#### 7.2.5 *Workers' compensation*

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

### **7.3 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.

### **7.4 Family leave**

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

It is to be noted that part-time work can be performed by agreements in the circumstances specified in the Family Leave Award.

A copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

For the information of readers of this Award, the Family Leave Award deals with:

Maternity Leave, Paternity Leave and Adoption Leave

Nature of Leave

Definitions

Eligibility

Certification

Notice

Transfer to safe job

Amendment or cancellation of Period of Leave

Effect of employment

Termination

Return to work

Replacement Employees

Leave refusal

Part-time Work

Definitions

Entitlement

Return to former position



Transitional arrangements - Annual Leave and Sick Leave  
Part-time work agreement  
Termination  
Extension of Hours of Work  
Nature of work  
Replacement Employees  
Exclusion  
Special Responsibility Leave  
Use of sick leave  
Unpaid leave for Caring Purposes  
Annual Leave  
Time Off in Lieu of Payment for Overtime  
Make Up Time  
Grievance Process  
Bereavement Leave/Compassionate Leave  
Relevance where award entitlement otherwise exists

## **7.5 Bereavement leave**

### *7.5.1 Full-time and part-time employees*

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

### *7.5.2 Long-term casual employees*

- (a) A long-term casual Employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual Employee" is a casual Employee engaged by a particular Employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the Employee seeks to access an entitlement under clause 7.5.2.

### *7.5.3 "Immediate family" includes:*

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

### *7.5.4 Unpaid leave*

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

### *7.5.5*

An Employee shall be entitled to a maximum of 2 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an Employee's immediate family and where such Employee travels outside Australia to attend the funeral.

## **7.6 Special leave**

Subject to satisfactory evidence as to the need for such leave, the Manager may grant paid leave for emergency purposes or for any other sufficient reason, not exceeding 2 days in any one calendar year. In special circumstances such leave may be in addition to leave granted in accordance with the provisions of clause 7.5 (Bereavement Leave).

## **7.7 Public holidays**

### *7.7.1 all work done by any Employee on:*

- the 1st January;
- the 26th January;
- Good Friday;

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

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

#### 7.7.2 *Labour Day*

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

#### 7.7.3 *Annual show*

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

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

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

For the purposes of clause 7.7 "double time and a-half" means one and a-half day's wages in addition to the Employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

7.7.5 Casual Employees required to work on public holidays shall be paid at the rate of double time and a-half for all time worked.

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

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

- (a) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave
- (b) A part-time employee is entitled to either payment for each public holiday or a substituted day's leave:

Provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.

- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on the prescribed public holiday are entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time for the first 3 hours and double time and a-half thereafter in the case of a Saturday, and double time and a-half in the case of a Sunday.
- (e) Nothing in clause 7.7.6 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

### 7.8 **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**

NOTE: No provisions inserted in this Award relevant to this Part.

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

### **9.1 Training**

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

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

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

### **10.1 Protective equipment**

The Employer shall provide appropriate protective clothing and equipment and the Employee shall wear such clothing and equipment.

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

### **Preamble**

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

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

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

#### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the Employer or other person in charge of the workplace to their presence; and

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

#### 11.1.3 *Inspection of records*

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

#### 11.1.4 *Discussions with employees*

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

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

#### 11.1.5 *Conduct*

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

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

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

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

(h) contributions made by the Employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

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

11.2.3 The Employer must keep the record for 6 years.

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

### **11.3 Union encouragement**

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

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

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

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

#### *11.3.2 Union delegates*

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

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

#### *11.3.3 Deduction of union fees*

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

### **11.4 Posting of Award**

A copy of this Award shall be accessible, for example either recorded or in Braille to vision impaired Employees covered by this Award. The provision of such copies shall be in accordance with the *Disability Services Act 1992* provided further that a copy of this Award shall always be displayed for inspection by non-vision impaired Employees.

Dated 29 July 2003.

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

Operative Date: 29 September 2003