

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

STOREWORKERS AND PACKERS' AWARD - NORTHERN AND MACKAY DIVISION 2003

Pursuant to s. 698 of the *Industrial Relations Act 1999*, the Storeworkers and Packers' Award - Northern and Mackay Division 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 Storeworkers and Packers' Award - Northern and Mackay Division 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

STOREWORKERS AND PACKERS' AWARD - NORTHERN AND MACKAY DIVISION 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Storeworkers and Packers' Award - Northern and Mackay Division 2003.

1.2 Arrangement

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1.3 Date of operation

This Award shall take effect from 17 February 2003.

1.4 Coverage

- 1.4.1 This Award applies to storeworkers and/or packers in the Northern and Mackay Divisions of the State, other than storeworkers and packers in retail establishments.
- 1.4.2 This Award applies to all employees in factories where employees are employed in preparing, working at, manufacturing, handling, blending, bottling, labelling or packing into tins, jars, cartons, or other containers, any such articles as drugs, medicines, chemicals or chemical compounds (such as dyes, rustproofing compounds, &c.), polishing material (such as boot polish, floor polish, &c.), tar and bitumen, dry ice, fruit juice and fruit pulp, smoke boils, starch, rice, self raising flour, maize meal, oatmeal, breakfast meals, macaroni, spaghetti, vermicelli and allied products, farinaceous foods, chicory, tea, coffee, cocoa, condiments, vinegar, sauce, pickles, disinfectants, turpentine, ammonia, methylated spirits, benzine, petrol, honey, lemon squash, lime juice, fruit cordials, jelly crystals, custard powders, dried fruits, vegetables, lard, butter, cheese or other dairy products, grain sorghum, ham pate, veal and tongue, camp pie, or any other articles or produce of a like nature in the Northern and Mackay Divisions of the State, where no other Award applies.

As to the employers named in the Schedule to this Award the provisions of the Award are modified in accordance with the requirements of the Order listed in such Schedule.

- 1.4.3 Persons engaged in bottle washing in connection with any of the callings mentioned in clause 1.4.2 shall be deemed to be employees under this Award.

1.5 Definitions

In this Award, unless the context otherwise indicates, the following definitions apply:

- 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 "Junior" means any employee under 21 years of age.
- 1.5.4 "Senior" means any employee 21 years of age or over.
- 1.5.5 "Storeworker and packer" means any employee principally engaged in the reception or delivery or storing or packing of any goods, and shall be deemed to include all persons employed in factories where wire fencing (other than barbed wire fencing), wire weaving and tubular and iron gates are sold and manufactured, but shall not include any employee principally engaged in making sales.
- 1.5.6 "Storeworker in charge" means an employee in charge of any store or stores.
- 1.5.7 "Union" means The Australian Workers' Union of Employees, Queensland.

1.6 Area of operation

For the purposes of this Award there shall be the following divisions and districts:

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 by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of 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 by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.

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.

1.7 Exceptions from coverage

This Award, with the exception of clauses 7.1 (Annual leave), 7.2 (Sick leave), 7.4 (Long service leave) and 7.6 (Public holidays), shall not apply to any employee receiving a rate of wage equal to or greater than 125 per cent of the highest rate of wages prescribed by this Award:

Provided that this exception shall not apply to casual employees.

1.8 Parties bound

This Award is legally binding upon the employers and employees as prescribed by clause 1.4, and upon The Australian Workers' Union of Employees, Queensland, and its members.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultative mechanisms and procedures in the workplace

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

3.2 Grievance and dispute settling procedures

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

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

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

4.1 Employment categories

- 4.1.1 Employees (other than casuals) 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 a minimum of 15 hours per week and for less than 38 ordinary hours per week; and
- (b) works on a regular and continuous basis;
- (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.

- 4.2.2 Part-time employees shall be rostered to work regular hours on regular days in accordance with the Award provisions for permanent employees. Changes to the roster shall only be made following consultation with, and agreement by the employees concerned.

- 4.2.3 Such employee, for working ordinary time, shall be paid per hour 1/38th of the weekly rate prescribed by clauses 5.3, 5.4 and 5.5 for work which the employee performs, and in addition shall be entitled to shift premiums on a *pro rata* basis, where applicable.

- 4.2.4 Part-time employees shall be entitled to payments arising under this Award in respect of annual leave, sick leave, bereavement leave and public holidays on which they would have been ordinarily rostered for work on a proportionate basis calculated on the normal ordinary hours the employee would have worked in accordance with clause 4.2.1.

- 4.2.5 A part-time employee who works outside the hours fixed pursuant to clause 4.2 shall be paid overtime in accordance with clause 6.4.

- 4.2.6 Part-time employees shall be entitled to equal access to all training and promotional opportunities.

- 4.2.7 Part-time employees shall not be subject to any form of discrimination in the case of redundancies.
- 4.2.8 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 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.
- 4.2.9 A full-time employee who requests part-time work and is given such work may revert to full-time employment on a specified future date by agreement with the employer and recorded in writing.
- 4.2.10 No existing full-time employee shall be transferred by an employer to part-time employment without the written consent of the employee.
- 4.2.11 Subject to clause 4.2.10, an employer shall not terminate a full-time employee with the intention of re-employment as a part-time employee.

4.3 Casual employment

4.3.1 A casual worker is an employee engaged by the hour who is employed for less than 38 hours in any one week, and shall be paid 25% in addition to the ordinary hourly rate.

4.3.2 Picking-up places

The picking-up places for casual employees in oil companies' stores shall be at the bulk installation and the case store of an oil depot, and selection shall be made between the hours of 8 a.m. and 10 a.m. and between the hours of 2 p.m. and 3 p.m.

In any emergency an employer may pick up to 4 employees at any time.

4.3.3 Notice of no work

Casual employees who are instructed to report for work at a stipulated time, and who report for work at such time but for whom work is not available within 30 minutes of the said stipulated time, shall be paid ordinary casual rates from the said stipulated time.

In the event of a casual worker being instructed to report for work and the employee's services are not required, the employee shall be paid 2 hours at casual rates.

4.3.4 Casual hands in hide and skin stores

- (a) A casual worker, that is a person who is employed for less than 38 hours in any one week shall be paid 25% in addition to the ordinary hourly rate.
- (b) Employees shall be paid for each fraction of half an hour on duty as if it were a full half hour.
- (c) Casual employees engaged in handling green hides and/or calf skins, laying down hides in brine, or handling hides that have been in brine, shall be paid an additional 35.05c per hour whilst so engaged, and casual employees engaged in classing hides and/or calf skins shall be paid an additional 51.9c per hour whilst so engaged.
- (d) An annual leave loading, equal to 1/16th of the rate for ordinary time for each hour worked, shall be added on each occasion payment is made to casual employees.

4.4 Incidental or peripheral tasks

- 4.4.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 4.4.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 4.4.3 Any direction issued by an employer pursuant to clauses 4.4.1 and 4.4.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.5 Juniors

The number of Juniors who may be employed by any one employer shall not exceed one Junior to one, 2, or 3 Seniors; 2 Juniors to 4, 5 or 6 Seniors, and one Junior to every additional 3 Seniors. For the purpose of clause 4.5, a Junior receiving not less than the minimum wage for a Senior, and a Senior who is in receipt of a wage which is \$46.00 per week in excess of the rates provided in clauses 5.2, 5.3 and 5.4 shall be deemed to be a Senior.

No Junior shall be employed unless one Senior is employed.

4.6 Anti-discrimination

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

- (a) discrimination on the basis 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.

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

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

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

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

4.7 Termination of employment

4.7.1 Statement of employment

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

4.7.2 Termination by employer

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

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

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

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

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

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

- (i) the ordinary working hours to be worked by the employee; and

- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.7.3 *Notice of termination by employee*

The notice of termination required to be given by a full-time or part-time employee shall be one week. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.7.2(d) for a period of notice of one week.

4.7.4 *Time off during notice period*

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

4.8 Introduction of changes

4.8.1 *Employer's duty to notify*

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

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

4.8.2 *Employer's duty to consult over change*

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

4.9 Redundancy

4.9.1 *Consultation before terminations*

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

terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.9.2 *Transfer to lower paid duties*

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

4.9.3 *Transmission of business*

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

4.9.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.9.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.9.5 *Notice to Centrelink*

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

4.9.6 *Severance pay*

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

Period of Continuous Service

Severance Pay
(weeks' pay)

Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

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

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

4.9.7 *Superannuation benefits*

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

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

4.9.8 *Employee leaving during notice*

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

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

4.9.9 *Alternative employment*

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

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

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

4.9.11 *Employees exempted*

Clause 4.9 shall not apply:

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

4.9.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.9 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on

average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.

(b) A 'company' shall be defined as:

- (i) a company and the entities it controls; or
- (ii) a company and its related company or related companies; or
- (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.9.13 *Exemption where transmission of business*

(a) The provisions of clause 4.9.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:

- (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
- (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

(b) The Commission may amend clause 4.9.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.9.14 *Incapacity to pay*

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.

4.10 Continuity of service - transfer of calling

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Definitions of classifications - manufacturing and production employees

Promotional Criteria - An employee shall remain at a particular level until they are capable of effectively performing through assessment of appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

5.1.1 *Manufacturing Production worker Level 1*

An employee at this level undertakes induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupation health and safety, equal employment opportunity and quality control/assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of the employee's training.

Skills/Duties:

- (a) Performs routine duties associated with the relevant manufacturing process including labouring and cleaning duties.
- (b) Exercises minimal judgement.
- (c) Works under direct supervision in the following functions:
 - (i) performs house keeping duties;

- (ii) assists machine operators;
- (iii) performs basic test functions;
- (iv) operates hand operated transport and lifting devices;
- (v) operates granulating or reclaiming or crumming or shredding or other similar machinery;
- (vi) trims/cuts/glues/seals/assembles or wraps finished products;
- (vii) uses selected hand tools; or maintains simple records.

5.1.2 *Manufacturing Production worker Level 2*

An employee at this level is one who has completed up to 3 months structured training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at MP 1 level and to the level of the employee's training for this level including appropriate certification.

Skills/Duties:

- (a) Works under direct supervision either individually or in a team environment.
- (b) Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviation/faults.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) performs repetitive work on automatic, semi-automatic or single purpose machines or equipment;
 - (ii) assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
 - (iii) measures accurately using gauges and records;
 - (iv) maintains records; and
 - (v) operates machinery that requires basic set up skills.

5.1.3 *Manufacturing Production worker Level 3*

An employee at this level performs work above and beyond the skills of an employee at MP 2 and to the level of the employee's training for this level including appropriate certification.

Skills/Duties:

- (a) Is responsible for the quality of own work subject to detailed direction.
- (b) Works in a team environment and/or under routine supervision.
- (c) Undertakes duties in a safe and responsible manner.
- (d) Exercises discretion within the employee's level of skills and training.
- (e) Possesses basic interpersonal and communication skills.
- (f) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) operates with flexibility between assembly/process stations;
 - (ii) operates machinery and equipment requiring the exercise of skill knowledge and discretion beyond that of an employee at level MP 2;
 - (iii) basic tracing and sketching skills;

- (iv) receives, despatches, distributes, sorts, checks, packs (other than repetitive packing in a standard container or containers in which such are ordinarily sold), documents and records details relating to goods, materials and components;
- (v) basic inventory control in the context of a production process;
- (vi) basic keyboard skills;
- (vii) measures accurately using gauges and meters;
- (viii) maintains records;
- (ix) operates mixing and milling machines or similar machinery requiring set-up skills.

5.1.4 *Manufacturing Production worker level 4*

An employee at this level performs work above and beyond the skills of an employee at MP 3 level and to the level of the employee's training for this level including appropriate certification.

Skills/Duties:

- (a) Is able to understand detailed instructions and work from procedures.
- (b) Is able to co-ordinate work in a team environment under limited supervision.
- (c) Is responsible for quality of own work.
- (d) Possesses sound interpersonal and communication skills.
- (e) Operates mobile equipment including forklifts, hand trolleys, pallet trucks and overhead cranes.

5.1.5 *Manufacturing Production worker Level 5*

An employee at this level performs work above and beyond the skills of an employee at MP 4 level and to the level of the employee's training for this level including appropriate certification.

Skills/Duties:

Understands and is responsible of quality control standards.
Possesses an advanced level of interpersonal and communication skills.

Possesses competent keyboard skills.

5.1.6 *Manufacturing Production worker Level 6*

A Manufacturing/Production worker level 6 works above and beyond an employee at MP 5 level and to the level of the employee's training, applies the skills acquired through the successful completion of a qualification in the production, distribution, or stores functions according to the needs of the enterprises.

Skills/Duties:

- (a) Implements quality control techniques and procedures.
- (b) Understands and is responsible for a production area or a large section of a production area.
- (c) Possesses highly developed level of interpersonal and communication skills.
- (d) Possesses the ability to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction.
- (e) Exercises discretion within the scope of this grade.
- (f) Exercises skills attained through the successful completion of an appropriate certification.
- (g) Possesses a sound knowledge of the employers operations.

5.2 **Definitions of classifications - storeworkers**

Promotional Criteria - An employee shall remain at a particular level until they are capable of effectively performing through assessment of appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

5.2.1 *Storeworker 1*

Points of Entry - An employee at this level performs to the level of the training for this level including appropriate certification where relevant.

Skills/Duties:

- (a) Responsible for the quality of their own work subject to detailed direction.
- (b) Works in a team environment and/or under routine supervision.
- (c) Undertakes duties in a safe and responsible manner.
- (d) Exercises discretion within their level of skills and training.
- (e) Possesses basic interpersonal and communication skills.
- (f) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) storing and packing goods and materials in accordance with appropriate procedures and/or regulations;
 - (ii) preparation and receipt of appropriate documentation including liaison with suppliers;
 - (iii) allocating and retrieving goods from specific warehouse areas;
 - (iv) responsible for housekeeping in own work environment and periodic stock-checks;
 - (v) basic operation of VDU or similar equipment;
 - (vi) storeworkers and packers, warehouse labourers, wire workers and/or gate makers;
 - (vii) machinery assemblers or engine drivers.;
 - (viii) maintain records
 - (ix) use of non licensed material handling equipment;
 - (x) breaker out of certain specified bales for shipment or show purposes;
 - (xi) trottering or handling green skins and/or handling hides;
 - (xii) curing of skins and/or hides;
 - (xiii) preparing skins and/or hides for classers;
 - (xiv) operator of a feeder of skin, hide or wool press whether mobile or fixed;
 - (xv) cleaning/maintenance;
 - (xvi) storeworker in hide and skin stores.
 - (xvii) ability to measure accurately using gauges and meters;

5.2.2 *Storeworker 2*

Points of Entry - An employee at this level performs work above and beyond the skills of an employee at Storeworker 1 level to the level of their training for this level including certification where relevant. An employee having successfully completed an agreed traineeship to the level of this grade and shall fall within this classification.

Skills/Duties:

- (a) Able to understand detailed instructions and work from procedures.

- (b) Able to co-ordinate work in a team environment under limited supervision.
- (c) Responsible for quality of their own work.
- (d) Possesses sound interpersonal and communication skills.
- (e) Must be competent to perform one or more of the following tasks/duties or a combination of both.
- (f) Inventory and warehousing control;
- (g) The following are indicative of the tasks which an employee at this level may perform:
 - (i) licensed operator of all appropriate materials handling equipment;
 - (ii) use of tools and equipment within the warehouse basic non-trades maintenance;
 - (iii) VDU operation on a higher level than that of a Storeworker 1;
 - (iv) bulk iron and steel yards storeworker;
 - (v) maintenance and material storeworker;
 - (vi) spare parts machinery and maintenance material;
 - (vii) employees who operate a fork lift as their primary responsibility.
 - (viii) forklift driver and similar materials handling equipment requiring appropriate licensing;
 - (ix) bale clerk responsible for maintaining daily production sheets, allocation and despatch of bales to designated area prior to despatch either by hand or forklift;
 - (x)

Trainee Shipping	}	Employee undergoing agreed course of training.
Officer		
Classer - Skin and/or.		
Hide.		
 - (xi) classers who are not in charge of a department in hide and skin shippers store;
 - (xii) employees engaged in handling green hides and/or calf skins, laying down hides in brine, or handling hides that have been in brine;
 - (xiii) employees working at hide or skin presses;
 - (xiv) employees in charge of any department of a hide and skin shipper's store, including hide or skin classers in charge of a department or store;
 - (xv) classers who are not in charge of a department in hide and skin shipper's store.

5.2.3 Storeworker 3

Points of Entry - An employee at this level performs work above and beyond the skills of an employee at Storeworker 2 level and to the level of their training for this level including certification where relevant.

Skills/Duties:

- (a) Understands and is responsible for quality control standards.
- (b) Possesses an advanced level of interpersonal and communication skills.
- (c) Competent keyboard skills.
- (d) Sound working knowledge of all warehousing/stores duties performed at levels below this grade, exercises discretion within scope of this grade.
- (e) May perform work requiring minimal supervision either individually or in a team environment.

- (f) Indicative of the tasks which an employee at this level may perform are the following:
- (i) use of VDU for purpose such as maintenance of a deposit storage system information input/retrieval etc. at a higher level than that of Storeworker 2;
 - (ii) assistance with development and refinement of a store layout including proper location of goods and their receipt and despatch;
 - (iii) ability to work singularly or in control of an isolated store where no direct supervision is exercised.
 - (iv) export classer - employee engaged principally or exclusively in classing sheep skins for export;
 - (v) hide classer - employee engaged principally in fully grading hides in any hide store.

5.2.4 Storeworker 4

Points of Entry - A Storeworker 4 works above and beyond an employee at Storeworker 3 level and to the level of their training, applied the skills acquired through successful completion of a certificate level or equivalent qualification relevant to the industry according to the needs of the enterprise.

Skills/Duties:

- (a) Implements quality control techniques and procedures.
- (b) Understands and is responsible for a warehouse or a large section of a warehouse.
- (c) Highly developed level of interpersonal and communication skills.
- (d) Ability to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction.
- (e) Exercises discretion within the scope of this grade.
- (f) Exercises skills attained through the successful completion of an appropriate warehousing certificate.
- (g) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) liaising with management, suppliers and customers with respect to stores operations;
 - (ii) maintaining control registers including inventory control and being responsible for the preparation and reconciliation of
 - (iii) regular reports or stock movement, despatches, etc.
 - (iv) buyer or seller of skins or hides (responsible for arranging shows and setting out products for potential outside buyers);
 - (v) weighing or shipping or receiving or delivery officer incorporates also despatcher functions.
- (h) Has sound knowledge of the employers operation.

5.3 Wage rates - manufacturing and production employees

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

- (a) Seniors

Classification	Award Rate Per Week \$
Manf/Prod 1	595.60
Manf/Prod 2	601.20
Manf/Prod 3	607.40
Manf/Prod 4	628.30
Manf/Prod 5	643.30
Manf/Prod 6	662.00

NOTE: 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.

(b) Juniors -

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

And thereafter the minimum rates prescribed in clause 5.3.1(a).

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.

(c) Any employee required to work in a cold storage area where the temperature is artificially reduced to 5 degrees celsius or below under coverage of this award shall be paid 31.55c per hour in addition to the weekly rates prescribed whilst so employed with a minimum of 4 hours payment.

5.4 Wage rates - storeworkers

5.4.1 The rates of wages in the Southern Division, Eastern District are as follows:

(a) Seniors

Classification	Award Rate Per Week \$
Storeworker 1 On commencement	597.70
After 6 months	607.40
Storeworker 2	628.30
Storeworker 3	643.30
Storeworker 4	662.00

(b) Juniors

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

and thereafter the minimum rates prescribed in clause 5.4.1(a).

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.

5.4.2 *Employees in oil stores*

Employees in oil stores shall be paid an additional amount per week equal to the difference in the weekly rate of a Storeworker and/or Packer and the weekly rate of a storeworker in hide and skin stores as prescribed in this Award.

Junior employees shall be paid percentage proportions in accordance with the percentage scale for Juniors.

5.4.3 *Employee handling cement, bone dust, manure, wet hides*

Storeworkers who are engaged in handling cement, bone dust, and manure, and wet hides shall be paid \$3.61 per day in addition to their ordinary wages:

Provided that this rate shall not apply where the quantity handled is below 0.5 t:

Provided further that this rate shall not apply to employees in hide and skin stores.

5.4.4 *Employee required to use electric hoist*

Any employee required to use an electric hoist in the course of their duties shall be paid 26c per hour with a minimum of 4 hours on any one day in addition to their ordinary wages on each day that the employee uses an electric hoist.

5.4.5 *Employees operating metal cutting devices*

In addition to all payments otherwise due, employees shall be paid the following allowances when required to operate metal cutting devices with a minimum of 2 hours on any one day when so engaged:

	c per hour
For operating a flame cutting machine, clipper cutting machine, a high speed band-saw (such as a Trenn-jaegear Proma steel cold saw), a Fortemat fully automatic band-saw or other similar machine.	45.6c
For operating a guillotine, low speed band-saw or a handheld portable saw or any other classes of metal cutting saws not elsewhere provided for in this paragraph.	36.05c

5.4.6 *Employees carrying goods*

Employees carrying goods over 50 kilograms in weight on a plank, shall be paid 63.25c per hour extra whilst so doing, with a minimum payment of \$1.265.

5.5 Wage rates - Hide and skin stores

5.5.1 The rates of wages in the Southern Division, Eastern District are as follows:

(a) Seniors

Classification	Award Rate Per Week \$
Storeworker 1	
On commencement	604.50
After 6 months	607.40
Storeworker 2	628.30
Storeworker 3	643.30
Storeworker 4	662.00

(b) Juniors

	Percentage of minimum Senior rate %
15 and under 16 years of age	45
16 and under 17 years of age	50
17 and under 18 years of age	55

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

And thereafter the minimum rates prescribed in clause 5.5.1(a).

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.

- 5.5.2 Employees engaged in the process of working dry hides back to wet in vats shall be paid 36.15c per hour extra while so employed.
- 5.5.3 Employees poisoning skins with arsenic and using a mechanical spray shall be paid 26.1c per hour extra while so employed.
- 5.5.4 A weekly employee called upon to do counter marking shall receive 26.1c per hour extra whilst so employed.
- 5.5.5 An employee, other than a leading hand, or higher classification, who is in charge of and working in front of the stack, shall be paid 53.95c per hour while so employed.
- 5.5.6 Where a full-time or part-time employee is engaged on any day, other than the day immediately following pay day, that employee shall be entitled to casual rates for the broken period of the week worked.

5.6 Allowances

5.6.1 *Divisional and District parities*

Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the wage rates prescribed by clauses 5.3, 5.4 and 5.5 for the Division or District in which they are located:

	Seniors Per Hour	Seniors Per Week	Juniors Per Hour	Juniors Per Week
	\$	\$	\$	\$
Northern Division, Eastern District	0.0275	1.05	0.0140	0.53
Northern Division, Western District	0.0855	3.25	0.0430	1.63
Mackay Division	0.0235	0.90	0.0120	0.45
Southern Division, Western District	0.0275	1.05	0.0140	0.53

5.6.2 *First aid*

Where an employer appoints an employee who holds the appropriate first aid certificate as a first aid attendant that employee shall be paid an additional \$12.40 per week when the said employee acts as the first aid attendant 3 days or more in any week Monday to Friday.

5.6.3 *Rolling drums*

When not more than 2 employees are engaged handling or rolling barrels or drums weighting over 226kg. each for more than one half hour continuously, they shall be paid at the rate of 71.05c an hour extra while so engaged unless such work is done on asphalt or concrete or other hard surfaces.

5.6.4 *Broken lime and cement*

Where an employee is engaged in weighing up, parcelling or bagging lime and/or cement in broken quantities, such employee shall be paid \$3.01 per day extra in addition to their ordinary wage.

5.7 Payment of wages

- 5.7.1 No employee shall work overtime without the permission of the employer and payment for any overtime worked shall be claimed, adjusted, and made at the next ensuing date of payment of such employee.
- (a) Except upon the termination of employment all wages including overtime and allowances shall be paid on any day in each pay cycle.
- (b) Payment of wages may be made either weekly or fortnightly at the discretion of the employer by one of the following means:
- (i) cash;

- (ii) cheque, and
 - (iii) payment directly into an employee's nominated bank account, credit union or building society.
- (c) Where an employee is paid in cash, payment for work performed during such pay cycle shall be made no later than 2 days after the stipulated completion day of the pay cycle and 3 days in the case of clause 5.7.1(b)(iii)..

Payment to weekly and part-time employees may relate to the average number of ordinary hours in accordance with a roster system.

Payment to casual employees shall be on the basis of actual hours worked in each week or fortnight.

(d) Where a fortnightly pay system is introduced, it shall be one of the following means:

- (i) payment of one week in advance; or
- (ii) at the election of an existing employee, without one week in advance.

Where clause 5.7.3(d)(i) is used, the first fortnightly pay thereafter shall include one week's pay in advance, with that additional week's pay phased out over a period of 5 months, by equal deductions per month.

5.8 Superannuation

5.8.1 *Application* - In addition to the rates of pay prescribed in clauses 5.3, 5.4 and 5.5, eligible employees (as defined in clause 5.8.3(b)) shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.8.

5.8.2 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 5.8 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 5.8.

5.8.3 Definitions

- (a) "Approved fund" means a fund (as defined in clause 5.8.3(c)) approved for the purposes of clause 5.8 by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by clause 5.8. 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 5.8.2 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" for the purposes of clause 5.8 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. Ordinary time earnings shall not include 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.

5.8.4 *For the purposes of this Award, an approved fund means -*

- (a) Sunsuper.
- (b) Any named fund as is agreed to between the relevant employer/Union parties to this Award and as recorded in an approved Industrial Agreement.
- (c) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an Award 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.
- (d) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship any fund nominated by the employer and approved by the Brethren.
- (e) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in an Award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act
- (f) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.8.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 January 1991 and continues to make such contributions:

5.8.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as the Union, may by notification of a dispute to the Commission challenge a fund on the grounds that it does not meet the requirements of clause 5.8.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.8, 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 5.8.2 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 5.8, the onus of proof shall rest upon the employer.

5.8.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 5.8.4(c), (d), (e), and (f) shall be determined by a majority decision of employees.
- (b) Employees who are members of an established fund covered by clause 5.8.4(f) shall have the right by majority decision to choose to have the contributions specified in clause 5.8.2 paid into a fund as provided for elsewhere in clause 5.8.4 in lieu of the established fund to which clause 5.8.4(f) has application.

- (c) The initial selection of a fund recognised in clause 5.8.4 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 5.8.6 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.
- (e) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
 - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
 - (ii) A person must not coerce someone else to make an agreement.
 - (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act.
 - (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.2.

5.8.7 *Enrolment*

- (a) Each employer to whom clause 5.8 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 5.8.4;
 - (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 form/s provided by the employer, to enable that employee to become a member of the fund; and
 - (iv) Submit completed application form/s 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 5.8 shall:
 - (i) complete and sign the necessary application form/s to enable that employee to become a member of that fund; and
 - (ii) return such form/s to the employer within 28 days of receipt of the application form/s in order to be entitled to the benefit of the contributions prescribed in clause 5.8.2.
- (c) Where an employer has complied with the requirements of clause 5.8.7(a) and an eligible employee fails to complete, sign and return the application form/s within 28 days of the receipt by the employer of that form/s, then that employer shall:
 - (i) Advise the eligible employee in writing of the non-receipt of the application form/s and further advise the eligible employee that continuing failure to complete, sign and return such form/s within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.8.
 - (ii) In the event that the eligible employee fails to complete, sign and return such application form/s 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 the completed and signed application form/s is received by the employer.
 - (iii) In the event that the eligible employee fails to return a completed and signed application form/s 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/s 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 5.8.7(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 5.8.7(c)(i) and 5.8.7(c)(iii).

(d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.8.7(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/s within 28 days of being provided with the application form/s by the employer. Where the eligible employee fails to complete, sign and return an application form/s within such period of 28 days the provisions of clause 5.8.7(c) shall apply.

5.8.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.8.5, 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 5.8.2 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 5.8.5, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.8 excepting that resort to clause 5.8.8 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.

5.8.9 *Exemptions*

- (a) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.8 in the following circumstances:
- (i) Incapacity to pay the costs associated with its implementation; or
 - (ii) Any special or compelling circumstances peculiar to the business of the employer.
- (b) Clause 5.8 shall not apply to employees of the State of Queensland where the Government superannuation scheme (QSuper) is mandatory for eligible employees of the State of Queensland and other instrumentalities in accordance with the *Superannuation (Government and other Employees) Act 1988*.

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

6.1 Hours of work

6.1.1 *Day workers:*

- (a) Subject to clause 6.1.2 (Working of a 38 hour week), and subject to the exceptions hereinafter provided, the ordinary hours of work will be an average of 38 per week, to be worked in 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.
- (b) The ordinary hours of work prescribed may be worked on any 5 consecutive days in the week, Monday to Saturday inclusive, subject to the following:
- (i) Ordinary hours worked on Saturday shall be paid at the appropriate week-end overtime rate specified in clause 6.4 (Overtime).
 - (ii) Any arrangement of hours which includes a Saturday as ordinary hours shall be subject to agreement between the employer and the majority of employees concerned.
- (c) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks and rest pauses, between 6.00 a.m. and 6.00 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 further that work done outside the hours of 6.00 a.m. to 6.00 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 6.1.1.

- (d) 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.
- (e) The ordinary hours of work prescribed herein except for meal breaks and rest pauses shall not exceed 10 hours on any day, provided that where the ordinary working hours are to exceed 8 on any one day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.
- (f) Employees are required to observe the nominated starting and finishing times for the work days, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.

6.1.2 *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 enterprise, 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 clause 6.1.1(e), 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 working a 38 hour week may apply to individual employees, groups or sections of employees in the enterprise concerned.

6.1.3 *Procedures for enterprise level discussions*

- (a) The employer and all employees concerned in each establishment will consult over the most appropriate means of working a 38 hour week.
- (b) The objective of such consultation is 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 Union 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 worked from time to time.
- (f) 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 Not less than 30 minutes and not more than one hour shall be allowed for the midday meal on each day from Monday to Saturday and such meal break shall be between the 4th and 6th hour after commencement of work as may be arranged between the employer and the majority of employees concerned.

- 6.2.2 All work done during the recognised meal period shall be paid for at the rate of double time, such payment to continue until a meal break period has commenced.
- 6.2.3 No employee (except in cases of emergency) shall be required to work more than 6 hours without a break for a meal. Such meal period to be of the prescribed duration.
- 6.2.4 Except in cases of emergency or with the agreement of the majority of employees concerned one week's notice must be given by the employer to the employee of the intention to alter the meal hour.

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 employers 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 the continuity of work where continuity is necessary:

Provided that 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 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 Except as otherwise provided all time worked in excess of the ordinary weekly working hours and all time worked outside the time specified in this Award as the times of commencing and ceasing work shall be deemed overtime and shall be paid for at not less than time and a-half for the first 3 hours on any one day Monday to Friday inclusive and double time thereafter.
- 6.4.2 If employees are called upon to work overtime commencing 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 3 hours' work or payment therefor.
- 6.4.3 All work performed on Sunday shall be paid for at not less than double the ordinary rate with a minimum of 3 hours' employment.
- 6.4.4 All time worked later than 3 hours after the ordinary ceasing time of the employee shall be paid for at the rate of double time.
- 6.4.5 Any employee recalled to work overtime shall be paid for not less than 4 hours at overtime rates.
- 6.4.6 When employees are required to work overtime they shall be paid for each fraction of a quarter of an hour as if it were a full quarter of an hour.
- 6.4.7 *Meal allowances*

- (a) Meals or meal allowances during overtime - An employee, who is required to continue work after the usual ceasing time shall be supplied with a reasonable meal at the employer's expense or be paid \$9.60 in lieu thereof, after more than 2 hours or after more than one hour if overtime continues beyond 6.00 p.m. in addition to overtime payment for the time worked:

Provided that where notice of overtime has been given and arrangements have been made for a meal and such overtime is not worked, meal allowance shall be paid.

Employees who are required to continue work after their usual ceasing time shall be entitled to a 30 minute crib break after more than 2 hours, or after more than one hour if overtime continues beyond 6.00 p.m.

- (b) An employee required to work overtime for more than one hour after the normal ceasing time shall be entitled to a break of not less than 30 minutes in the employer's time for the partaking of a meal after the first hour worked and a further 45 minutes after each additional 4 hours worked.

All time worked during the meal hours shall be paid at the rate of double time, and such rate of payment shall continue until such time as the employee has been allowed a meal break of one hour.

6.5 Fatigue breaks

6.5.1 An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times shall, subject to clause 6.5, 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 their 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 the employee shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that where an employee is recalled to work after the ordinary ceasing time, overtime worked in such circumstances shall not be regarded as overtime for the purposes of clause 6.5 where the actual time worked is less than 3 hours on such recall or on each of such recalls.

6.5.2 The provisions of clause 6.5 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 roster; or

(b) where a shift worker does not report for duty; or

(c) where a shift is worked by arrangement between the employees themselves.

6.5.3 Shift workers shall be paid at the rate of double time for all overtime work performed.

6.6 Shift work

6.6.1 The ordinary hours of shift workers shall not exceed:

(a) 10 hours in any shift

(b) 152 hours in 4 roster weeks

6.6.2 Subject to the following conditions shift workers shall work at such times as the employer may require:

(a) A shift shall consist of not more than 10 hours, inclusive of meal time

(b) A meal break of not less than 30 minutes' duration shall be allowed and shall be counted as time worked

6.6.3 Shift workers working on afternoon and/or night shift, Monday to Sunday, shall be paid an allowance of 15% of the employee's ordinary hourly rate for each hour worked on such shift.

6.6.4 Where shift work is performed between midnight Friday and midnight Sunday, employees shall receive one and a half times the ordinary hourly rate of pay for each hour worked on such shift:

Provided that where the ordinary night shift commences prior to midnight Sunday, the time between the commencement of the ordinary night shift and midnight shall not be deemed to be work done on Sunday, and the ordinary night shift rate shall apply.

6.6.5 Work will be carried out over consecutively recurring cycles, each consisting of a specific number of consecutive working days followed by a specific number of consecutive non-working days.

6.6.6 Shift work rosters shall specify the commencing and finishing times or ordinary working hours of the respective shifts and shall be posted to give at least 7 days' notice of any change.

6.6.7 An employee required by the company to transfer from one roster system to another shall be given 7 days' notice of such change.

6.6.8 A shift worker required by the company to transfer from one shift to another shall be given 24 hours' notice of such change. Any time worked on the new roster within the notice period shall be paid at overtime rates.

6.7 Working of 12 hour shifts

6.7.1 By arrangement between the employer and the majority of employees concerned, ordinary hours not exceeding 12 hours on any day may be worked subject to:

(a) The employer and employees being guided by the Occupational Health and Safety provision 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.

6.7.2 Nothing in clause 6.7 shall prevent a day worker being required by the employer to transfer to shift work or a shift worker to transfer to day work and thereafter to observe the prescribed conditions of those respective classes of work:

Provided that the employee is given 48 hours' notice of change from one class of duty to another and has had 10 hours off duty between ceasing work in one class of duty and commencing work in the other.

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 152 hours.

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

(a) in the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary wages payable under clauses 5.3, 5.4 and 5.5 at that excess rate; and

(b) in every other case, at the ordinary time rate payable under clauses 5.3, 5.4 and 5.5 to the employee concerned immediately prior to that leave.

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

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/12th of such employee's pay for the period of such employee's employment, calculated in accordance with clause 7.1.5.

7.1.5 Calculation of annual leave pay

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

(a) Leading hands, etc. - Subject to clause 7.1.5(b), 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.

(b) All employees - Subject to clause 7.1.5(c), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

(i) the employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding 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 clause 7.1.5(b)(i) and (ii).

(c) Clause 7.1.5(b) shall not apply to the following:

(i) any period or periods of annual leave exceeding 152 hours;

(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 The employer may arrange for annual leave to be taken during the Christmas period.

7.1.7 *Rostered day off arising from the working of a 38 hour week*

An employee will not derive any additional benefit for rostered days off falling within a period of annual leave.

7.2 Sick leave

7.2.1 *Entitlement*

- (a) Every employee, except casuals, and school based apprentices and trainees, is entitled to 60.8 hours sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of 7.6 hours sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked 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 illness 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 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 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2.

7.3.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) 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.

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

7.4 Long service leave

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

Clause 7.4 shall not apply to: J. Michelmore & Co. (Proprietary) Ltd. in respect of their employees who are now, or subsequently become, members of Michelmore's Superannuation Fund.

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 7.6.7, 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 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 rate prescribed for such work with a minimum of 4 hours.

7.6.3 *Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *Industrial Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district 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.

7.6.4 *Double time and one half*

For the purposes of clause 7.6, where the rate of wages is a weekly rate "double time and a-half" means 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 *Stand down*

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

7.6.6 *Additional payment for work outside ordinary starting and ceasing times*

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 public 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.

7.6.7 *Substitution*

Where there is agreement between the majority of employees concerned and the employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.6:

Provided that, where an employee is subsequently required to work on such substituted days, the employee shall be paid the rate applicable for the holidays that have been substituted.

7.7 **Jury service**

The employer shall pay any employee serving as a juror their weekly wage, less the amount received by the employee as a juror.

No reduction from the weekly wage greater than the equivalent of payment of the time the employee is absent as a juror shall be made.

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 Commitments by parties

9.1.1 The parties acknowledge that varying degrees of training are provided to employees in the industry, both via internal, on the job 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 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 the 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 agree to continue discussions on issues raised by the Union relating to training.

9.2 Training program

9.2.1 The parties to this Award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

(a) develop 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 utilisation of skills acquired.

9.2.2 Following proper consultation in accordance with the Award provisions through the establishment of a training committee, an employer **shall** develop a training program consistent with:

(a) the current and future skills needs of the enterprise;

(b) the size, structure and nature of the operations of the enterprise;

(c) the need to develop vocational skills relevant to the enterprise, through courses conducted by accredited educational institutions and providers.

9.2.3 Where it is agreed a training committee be established that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:

(a) formulation of a training program and availability of training courses and career opportunities to employees;

(b) dissemination of information on the training program and availability of training courses;

(c) the recommending of individual employees for training and reclassification;

(d) monitoring and advising management and employees on the on-going effectiveness of the training.

9.2.4 (a) Where it is agreed that additional training in accordance with the program developed pursuant to clause 9.2.4(b) should be undertaken by an employee, that training may be undertaken either on or off-the-job:

Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

(b) Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the employer's technical library), legitimately incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure:

Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.

(c) Legitimate travel costs incurred by an employee undertaking training in accordance with clause 9.2 which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

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

10.1 Amenities

10.1.1 Accommodation and conveniences

The employer shall supply where necessary reasonable facilities for washing purposes, eating meals, and changing clothes, and shall supply boiling water at meal hours and rest period for employees.

10.1.2 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.

Notwithstanding the foregoing, where in the performance of their work an employee gets their clothes wet, they 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 they cease work, whichever is the earlier.

10.2 Clothing, equipment and tools

If required by employees, in painting skins etc. with arsenic or any other such poison, they shall be supplied with gloves and aprons by the employers while so doing.

10.3 Occupational health and safety

10.3.1 Limit of weight to carry

- (a) No employee, unaided by proper auxiliary appliances or by another person shall be permitted to lift or carry weights exceeding 70kg.
- (b) Employees over 18 years of age shall not be permitted or allowed to lift, carry or move by hand any object so heavy as to be likely to cause risk or injury.
- (c) The maximum weight in kilograms which any employee may be permitted or allowed to lift carry of move by hand shall be in accordance with the following table:

Age	Males Kgs	Females Kgs
Under 16	14	9
16 to 18	18	11.5
Over 18	-	16

10.3.2 No individual employee shall be called upon to lift cases of benzine or oil more than 4 cases high.

10.3.3 No individual employee shall be called upon to lift and stack bags of flour, corn, wheat, or other similar sized bags for storage to a greater height from floor level than 6 bags or tiers high.

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 posted up in a conspicuous place where it can be read by the employees.

11.4 Union encouragement

11.4.1 Document to be supplied by employer

Clause 11.4 gives effect to section 110 of the Act in its entirety. Consistent with section 110 of the Act an employer is required to encourage an employee to join and maintain financial membership of an organisation of employees that has the right to represent the industrial interests of the employees concerned.

11.4.2 Employer's obligation

At the point of engagement, an employer shall provide an employee with a document identify the existence of a Union encouragement clause in this Award. A copy of this specific clause is to be kept on the premises of the employer in a place readily accessible by the employee.

11.4.3 Union delegates

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

11.4.4 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.

SCHEDULE

List of employers with Second Tier Orders which to varying degrees modify the provisions of this Award

Employer	Case No.	Date of Order
Tea Estates of Aust. Ltd.	B576/89	24.7.89
Pac Feeds (A Division of Continental Grain Australia Pty. Ltd.).	B336/89	23.6.89
The Committee of Direction of Fruit Marketing.	B923/88	8.12.88
Permanent Heads Queensland Government Departments.	B87 and B122/88	7.3.88
Public Hospital Boards.	B87 and B122/88	7.3.88
Mater Misericordiae Public Hospitals, South Brisbane.	B87 and B122/88	7.3.88
Queensland Druggists Limited.	B171/88	6.4.88
Queensland Independent Wholesalers Ltd.	B199/88	7.4.88

Tubemakers of Australia Limited.

B175/88

21.3.88

Dated 18 December 2002.

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

Operative Date: 17 February 2003