

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**TANNING INDUSTRY AWARD - STATE 2004**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Tanning Industry Award - State 2004 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Tanning Industry Award - State 2004 as at 1 January 2011.

Dated 1 March 2011.

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

**TANNING INDUSTRY AWARD - STATE 2004**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Tanning Industry Award - State 2004.

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**1.3 Date of operation**

This Award takes effect from 1 December 2003.

**1.4 Award coverage**

This Award applies to all persons employed in the tanning industry in the State of Queensland, other than those who are covered by an Award of the Australian Industrial Relations Commission.

**1.5 Divisions and districts**

1.5.1 For the purpose of the Award the following divisions and districts have been created:

(a) 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 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.

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

(b) Districts

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.

Southern Division

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

Western District - The remainder of the Southern Division.

Any island adjacent to the sea-coast will be deemed to be in that division and district to which it is nearest.

1.5.2 *Divisional parities*

- (a) Northern allowance - All employees covered by this Award employed in the Northern Division will be paid 2.763c per hour or \$1.05 per week in the case of adults, over and above the rates prescribed in this Award.
- (b) Mackay allowance - All employees covered by this Award employed in the Mackay Division will be paid 2.368c per hour or 90c per week in the case of adults, over and above the rates prescribed in this Award.
- (c) Western allowance - In addition to the rates of wages set out in this Award, the following western allowances will be paid to employees in the Western District of the Southern Division:

Adults \$1.05 per week

In addition to the rates of wages set out in this Award, the following western allowances will be paid to employees in the Western District of the Northern Division:

Adults \$2.20 per week

**1.6 Definitions**

- 1.6.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.6.2 "Big Splitting Machine" means a machine which, in its normal operation, processes whole cattle hides the area of which exceed 2.6 square metres.
- 1.6.3 "Colour Matcher" means an employee engaged in the making-up of and matching of water colours, pigments and/or lacquers and/or other chemical formulations used in the matching of colours.
- 1.6.4 "Commission" means the Queensland Industrial Relations Commission.
- 1.6.5 "Currier" is a person who in their work uses a whitening knife, skiver, slicker, whitening slicker, or shaving knife, or buffing knife, or buffing slicker.

- 1.6.6 "Hand Flesher" is a person who uses in their work a knife for the purpose of fleshing green hides or cutting down hides or skins or pieces before or after being fleshed by a machine.
- 1.6.7 "Mixer of Colours and Dyes" means persons engaged in the mixing of dyes after matching and where their duties include mixing of dyes, preparing drums for dyeing, loading and unloading drums for dyeing.
- 1.6.8 "Ordinary Pay" means in the case of a time worker the ordinary remuneration the employee receives for the normal weekly number of hours worked by them and in the case of a piece task or bonus worker the ordinary rate.
- 1.6.9 "Shedperson" used in relation to tanneries will include persons employed in hide houses of beamshed departments spreading out and hooking hides together to make packs for reeling into pits, trucking hides and taking them out of bundles, lumping hides from the lorries and cleaning up.
- 1.6.10 "Single Width Shaving Machine" means a machine with a cutting cylinder of 60.96 centimetres or less.
- 1.6.11 "Slab Work" means the pasting of pieces of split leather together for sale or use as soles, heel or toe pieces or stiffeners, or any purpose whatsoever.
- 1.6.12 "Strainer" means a person engaged at straining or tacking out or toggling or carrying boards or frames used for straining or tacking out or toggling.
- 1.6.13 "Table Hand" is a person engaged on any class of work done on tables, except in sole leather or as otherwise provided.
- 1.6.14 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees.
- 1.6.15 "Wet Splitting" and/or "Wet Shaving" means Wet Splitting and/or Wet Shaving of hides, sides or skins, or splits including sheep and lambskins with the wool on and also pickled pelts which are split and/or shaved immediately after removal from pits or drums or paddles without being either squeezed or left for draining for a substantial period.
- 1.6.16 "Yardperson or Assistant to Maintenance Persons" means a person who is engaged in repairing concrete paths or pits, cleaning drains and sewers, labouring to maintenance persons and on work of a substantially similar nature.

## **1.7 Parties bound**

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and the Union and its members.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

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

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

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

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

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably

practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

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

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

### **4.1 Contract of employment**

- 4.1.1 At the point of engagement of each employee, the employer will specify in writing whether the engagement is on a weekly, part-time or casual basis.

### **4.2 Incidental and peripheral tasks**

- 4.2.1 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.
- 4.2.2 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 (where relevant).
- 4.2.3 Any direction issued by an employer pursuant to clauses 4.2.1 and 4.2.2 will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **4.3 Mixed functions**

- 4.3.1 Where an employee is engaged on any day or shift for not less than 4 hours on mixed functions, or on work carrying a higher rate of pay than their ordinary classification, they will be paid at the higher rate for the whole of the day or shift, provided that for less than 4 hours worked, they will be paid the higher rate for the time so worked. If the hours worked by an employee on such higher classification aggregates 15 in the pay week, they will be paid at the higher rate for the week:

Provided further that any employee at any 2 or more of the operations of buffing, fluffing or fluffing on the suede wheel not entitled to the higher rate for any week will for each day on which he/she is called to do any 2 or more operations be paid the higher rate of pay.

4.3.2 Clause 4.3 will not apply to an employee engaged for part of their time operating a fork lift. Such employee will be paid 15.1 cents per hour whilst so engaged.

#### **4.4 Part-time employees**

Employees may be engaged as part-time workers subject to the following conditions:

4.4.1 Part-time employees will receive a minimum payment of 3 hours per day.

4.4.2 The ordinary working hours for part-time employees will be a minimum of 15 hours and less than 38 hours per week, to be worked on not more than 5 days of the week.

4.4.3 Part-time employees will be paid at the rate of 1/38th of the appropriate weekly wage as prescribed in clause 5.1.

4.4.4 Part-time employees will be entitled to all leave benefits on a *pro rata* basis, and all holidays as mentioned in Part 7 of this Award.

#### **4.5 Casual employees**

To meet emergencies, any Employer may engage an employee for less than one week on paying extra wages calculated at the rate 23 per cent in addition to the rate otherwise payable.

#### **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* which includes:

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

4.6.2 Accordingly in fulfilling their obligations under the disputes avoidance and settling procedure in clause 3.1, the parties to the Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.6.3 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:

- any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*; or
- 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 clause 4.7.2(a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:
- Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in 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 Annual leave shall not be used to provide the notice prescribed in clauses 4.7.2 and 4.7.3.

#### 4.7.5 *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 alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.8.1.

- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

## **4.9 Redundancy**

### *4.9.1 Consultation before terminations*

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

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

### *4.9.2 Transfer to lower paid duties*

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

### *4.9.3 Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) 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.

### **4.11 Trainees**

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

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

## 5.1 Wages

5.1.1 Subject to clause 5.2, the minimum rates of wages payable to employees will be as follows:

### Wages

The minimum rates of wages payable to employees shall be as follows:

Classification and Relativity	Per Week \$
Group 1 (78%)	588.20
Group 2 (82%)	604.90
Group 3 (87.4%)	627.40
Group 4 (92.4%)	648.30
Group 5 (100%)	682.00

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

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

### 5.1.2 Junior employees

The minimum weekly wage rates payable to juniors will be calculated as follows, such amount to be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cents multiple:

Percentage Age	of minimum adult rate %
Under 16 years	50
16 and under 17 years	60
17 and under 18 years	70
18 and under 19 years	80
19 and under 20 years	90

Except where otherwise provided, employees under the age of 20 years will be paid as follows:

A weekly rate of pay at the abovementioned percentage of the aggregate of -

- (a) the minimum adult weekly rate of pay as prescribed in clause 5.1.1 for the class of work performed; and
- (b) the industry loading as prescribed in clause 5.4.1 plus a further amount of 50c,

The aggregate proportion of juniors (other than those employed as Strainers or strippers) to adults will not exceed 2 juniors to 5 adults or any fraction of 5.

There will be no limitation to a number of juniors who may be employed as Strainers or strippers.

No junior under 19 years of age will be employed rolling, striking or setting out crop leather and/or hide leather in tanpits or lime jobbing on hide leather and/or lifting from drums or paddles hides of side leathers or in charge of splitting machines and shaving machines.

## 5.2 Payment of wages

5.2.1 Wages shall be paid each week in the employer's time or within five minutes of ceasing time. Time waiting for payment after such five minutes shall be paid for at overtime rates.

5.2.2 Any employee who has worked only a portion of a week and who is dismissed by their employer or had left their employment after giving a week's notice by complying with clause 4.7.3, shall be paid on ceasing work for all time worked during that week, less any deductions that the employer may be lawfully entitled to make.

- 5.2.3 On the pay day the employer shall state in writing to each employee the amount of wages to which he/she is entitled, the amount of deductions made therefrom, and the net amount due being paid to them.
- 5.2.4 Where the majority of employees so agree, wages may be paid by electronic funds transfer into an account of the employees' choice.
- 5.2.5 No employer will hold more than 2 days wages in hand.

### **5.3 Classification structure**

The following will be the classification grades of employees subject to this Award:

#### *5.3.1 Group 1 - (Relativity to Trade Equivalent - 78%)*

(a) An employee in Group 1 performs routine duties essentially of a manual nature and to the level of their training.

- Performs general labouring and cleaning duties;
- Exercises minimal judgement;
- Works under direct supervision; or
- Is undertaking structured training so as to enable them to work at Group 2 level.

(b) Training - (Compulsory)

- Undertaking up to 38 hours 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 and processes, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance, timekeeping, housekeeping;
- Training on any one or several of specific tasks encompassed in Group 2.

#### *5.3.2 Group 2 - (Relativity to Trade Equivalent - 82%)*

(a) Definition

Person able to perform duties of a manual nature under direct supervision beyond the skills of a Group 1 employee.

- Assist an employee in Group 3;
- Undertakes feeding or taking-off work on automatic or semi-automatic equipment;
- Understands and undertakes basic quality control procedures;
- Maintains simple records;
- Carries out simple manual processes that require limited judgement;
- Carries out stores and inventory assistance.

(b) The nature of the duties includes work of the following kind:

- Operation of through-flow fleshing machine;
- Buffing, Fluffing (assistant);
- Curtain coat operation (assistant);
- Pasting;
- Assisting in splitting;
- Setting out, Sammying (assistant);
- Vibration hydraulic staking;
- Measuring machine operation;
- Leather trimming;
- Table Hands;
- Drum Hands;
- Vacuum Drying;
- Basic Stores Function;
- Toggling;
- Brushing Machine Operation;
- Humidifying Machine Operation;
- Salting Hides;
- All Other Machinists;
- Grinding Machine Operation;

- Shedperson, Yardpersons;
- Sawdusting.

(c) Training

Will have completed all aspects of Group 1 training and up to "X" hours additional in-house training including:

- Health and Safety related to specific tasks to be performed, timekeeping records, and quality awareness related to particular processes.
- Quality control procedures including the ability to recognise faults and deviations.
- Proficiency and efficiency.
- Elementary tasks, skills and procedures.

5.3.3 *Group 3 - (Relativity to Trade Equivalent - 87.4%)*

(a) Definition

Person able to perform duties, with routine supervision, beyond the skills of a Group 2 employee.

Must be capable of operating and setting up a single machine or a single stage of the production process to a required level of quality and safety.

- Must be able to perform a variety of tasks in Groups 1 and 2.
- Must be capable of setting up and controlling machines operated by Group 2 and 3 employees.
- Must be able to assist in the training of operators in Groups 1 and 2.
- Understands and undertakes quality control procedures and be able to exercise a reasonable level of judgement.
- Maintains personal and group records.

(b) The nature of the duties includes work of the following kind:

- Fleshing;
- Buffing, Fluffing;
- Knee Staffing;
- Curtain Coat Operation;
- Shaving;
- Glazing;
- Spraying;
- Hand Tipping;
- Setting Out, Sammying.

(c) Experience

Not less than 6 months experience as Group 2, unless otherwise agreed.

(d) Training

Will have completed all aspects of Group 2 training and up to "X" hours additional in-house training. Including:

- Health and Safety related to specific tasks to be performed, timekeeping records, and quality awareness related to particular processes.
- Advanced quality control procedures.
- Proficiency and efficiency.

5.3.4 *Group 4 - (Relativity to Trade Equivalent - 92.4%)*

(a) Definition

Person able to perform duties, under general supervision, which have a major impact on the final quality of the product, and which are beyond the skills of a Group 3 employee and possesses the following skills:

- Must be capable of operating and setting up complex machines to a required level of quality and safety.
- Must be capable of supervising a small team of employees operating a group of related machines.
- Must be able to perform a variety of tasks in Groups 2 and 3.

- Must be capable of setting up and controlling machines operated by Groups 2, 3 and 4 employees.
- Must be able to assist in the training of operators in Groups 1, 2 and 3.
- Understands and undertakes quality control procedures and be able to exercise an advanced level of judgement.
- Maintains all records associated with the particular process.

(b) The nature of the duties includes work of the following kind:

- Currier;
- Colour Matching;
- Chemical/Colour Mixing;
- Splitting;
- Classing/Sorting;
- Fork Lift Driving.

(c) Experience

Not less than 6 months experience as Group 3, unless otherwise agreed.

(d) Training

Will have completed all aspects of Group 3 training and up to "X" hours additional in-house and/or external training. Including:

- Supervision, communication and management training.
- Licensed and certified for forklift driving.

#### 5.3.5 Group 5 - (Relativity to Trade Equivalent - 100%)

(a) Definition

Person primarily engaged in production or maintenance who exercises substantial skills acquired by an accredited means and/or who assists in the supervision of a department.

- Must be capable of operating and setting up all machines operating within the department.
- Must be capable of carrying out maintenance and repair of machines.
- Must be able to perform all tasks in Groups 2, 3 and 4.
- Must be able to assist in the training of operators in Groups 1, 2, 3 and 4.
- Must possess necessary keyboard skills.
- Must be able to develop and implement appropriate quality control techniques.

(b) Experience

Not less than 6 months experience as Group 4.

(c) Training

Will have completed all aspects of Group 4 training and up to "X" hours additional in-house training together with successful completion of the 3 year FTAA Training Course.

Including:

- Supervision, communication and management training.

## 5.4 Allowances

5.4.1 *Industry allowance* - In addition to the rates of wages prescribed by clause 5.1 of this Award, all adult employees will be paid an industry loading to compensate for disabilities associated with working in this industry of \$14.90 per week or \$2.85 per day to be paid on the basis of 36.6 cents for every hour worked.

5.4.2 *Hide and skins in chilling stores* - In addition to the rates set out herein, persons engaged in handling hides or skins in chilling stores and chambers in which the temperatures are artificially reduced will be paid 23.55 cents per hour extra for the time so engaged.

5.4.3 *Leading hands* - An employee appointed by the employer as a leading hand to supervise the work of other employees will be paid, in addition to the rate fixed for the class of work performed by the employee, the following amounts:

	Per week \$
Leading hands in charge of not less than 3 and not more than 10 employees	18.80
Leading hands in charge of more than 10 and not more than 20 employees	28.40
Leading hands in charge of more than 20 employees	37.30

5.4.4 *First aid attendant* - An employee holding a St John's Ambulance or equivalent first aid certificate appointed to attend to patients and in establishments where there are female employees a second employee (female) appointed to attend to female patients will be paid \$8.90 per week in addition to the usual weekly wage and a reimbursement of actual fees incurred in obtaining and/or maintaining such certificates.

## 5.5 Payment by results

Subject to the following provisions piece-work or any other system of payment by results may be adopted by an employer as long as such rates permit employees of average capacity to earn at least 10%, in addition to the total wages to which they are entitled under this Award:

- (a) The piece-work rates now operating will not be amended except in manner hereinafter provided.
- (b) Piece-work rates may be fixed or amended by factory boards consisting of 2 representatives of any employer, one of their employees and one representative of the employees' Union. If any such Board is unable to agree on any rate or rates proposed by the employer the matter in dispute will be referred to the Commission.
- (c) If the employees of any factory or the employees' Union fail to appoint representation to any such Board or fail to attend a meeting of such Board called by the employer on a date not less than 7 days after the service of notice on the State Secretary of the employees Union, the employer may adopt such piece-work rates which the employer deems reasonable without the authority of a board.

## 5.6 Occupational superannuation

### 5.6.1 Application

In addition to the rates of pay prescribed by this Award, eligible employees as defined herein will be entitled to occupational superannuation benefits subject to the provisions of clause 5.6.2(e).

### 5.6.2 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 payments: The employer will 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 5.6 will preclude an employee from making contributions to a Fund in accordance with the provisions thereof.
- (f) Cessation of contributions: An employer will 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 will 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 herein.

### 5.6.3 Definitions

- (a) "Approved Fund" means a fund approved for the purposes of this Award by the Commission as one to which Occupational Superannuation contributions may be made by an employer on behalf of an employee, as required by this Award. Such approved Fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" means any employee who has been employed by the employer during 4 consecutive weeks and who has worked a minimum of 40 hours during that period. After completion of the above qualifying period, superannuation contributions will then be made in accordance with clause 5.6.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a Superannuation Fund as defined in the *Occupational Superannuation Standards Act 1987* and satisfying the superannuation fund conditions in relation to a year of income, as specified in that Act and complying with the operating standards as prescribed by Regulations made under that Act. In the case of a newly established Fund, the term will include a Superannuation Fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary time earnings" means the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading and leading hand, in-charge or supervisory allowances where applicable. The term includes any over-award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings will not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

### 5.6.4 Approved funds

For the purposes of this Award an approved fund will be:

- (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 or an industrial tribunal and already has practical application to the majority of award employees of that employer whether under a State award or a Federal award.
- (d) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to s. 111 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 s. 111 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 s. 111.
- (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 5.6.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contributions:

Provided that the making of a deposit, an initial or other contributions subsequent to 29 September 1989, but on a retrospective basis, in respect of any period up to and including 29 September 1989, will not under any circumstances bring a Fund within the meaning of clause 5.6.4. The mere signing and submission of any nomination for membership documents to Trustees of a Fund prior to 29 September 1989 does not bring a Fund within the meaning of clause 5.6.4.

### 5.6.5 Challenge of a fund

- (a) An eligible employee being a member of a potential member of a fund, as well as the Union, may by notification of a dispute challenge a fund on the grounds that it does not meet the requirements of clause 5.6.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.6, 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 5.6.2 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 5.6, the onus of proof will rest upon the employer.

#### 5.6.6 *Fund selection*

- (a) No employer will 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 5.6.4(d) and 5.6.4(e), will be determined by a majority decision of employees.
- (b) Employees to whom these provisions apply who as at the date of this Award are members of an established fund covered by clause 5.6.4(f) will have the right by majority decision to choose to have the contributions specified in clause 5.6.2 paid into a fund as provided for elsewhere in clause 5.6.4 in lieu of the established fund to which clause 5.6.4(f) has application.
- (c) The initial selection of a fund recognised in clause 5.6.4 will 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.

Where clause 5.6.6 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 will not be available until a period of 3 years has elapsed after that utilisation of clause 5.6.6:

- (d) 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 will be made available to relevant persons for the purposes of sections 371 and 373 (time and wage records) of the Act.
- (iv) Any dispute arising out of this process will be handled in accordance with the provisions of clause 3.1.

#### 5.6.7 *Enrolment*

- (a) Each employer to whom clause 5.6 applies will as soon as practicable as to both current and future eligible employees -
- (i) Notify each employee of their 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 5.6.4;
- (iii) Take all reasonable steps to ensure that upon the determination of an appropriate fund each eligible employee, receives, completes, signs and returns the necessary application forms provided by the employer to enable that employee to become a member of the fund;
- (iv) Submit all completed application forms and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.6 will:
- (i) Complete and sign the necessary application forms to enable that employee to become a member of that fund;
- (ii) Return such forms to the employer within 28 days of receipt in order to be entitled to the benefit of the contributions prescribed in clause 5.6.2;
- (c) Where an employer has complied with the requirements of clause 5.6.7(a) and an eligible employee fails to complete, sign and return the application form within 28 days of the receipt by them of that form, then that employer will:
- (i) Advise an eligible employee in writing of the non-receipt of the application form and further advise the eligible employee that continuing failure to complete, sign and return such form within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.6;
- (ii) In the event that an eligible employee fails to complete, sign and return such application form within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form is received by the employer;
- (iii) In the event that an eligible employee fails to return a completed and signed application form within a

period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form is a pre-requisite to the payment of any occupational superannuation contributions.

- (iv) At the same time as advising the eligible employee pursuant to clause 5.6.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Secretary of the Union a copy of each letter forwarded by them to the eligible employee pursuant to clauses 5.6.7(c)(i) and 5.6.7(c)(iii).
  
- (d) Where an employer fails to provide an eligible employee with an application form in accordance with clause 5.6.7(a)(iii) they will be obliged to make contributions as from the date of operation of clause 5.6 or from the date an employee became an "eligible employee" if that occurs thereafter provided that an eligible employee completes, signs and returns to the employer an application form within 28 days of being provided with the application form by the employer. Where an eligible employee fails to complete, sign and return an application form within such period of 28 days the provisions of clause 5.6.7(c) will apply.
  
- (e) Unpaid Contributions: Subject to the Act and to clause 5.6.5, 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 5.6 in respect of any eligible employee such employer will 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 5.6.4, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.6 excepting that resort to this provision will 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.

#### 5.6.8 *Record keeping*

The employer will be required to maintain records of time worked for the purposes of establishing the employee's entitlement to occupational superannuation, and of payments made to the approved fund in similar form to time and wages records required to be kept in accordance with the Act, and will have such records available for inspection by an Industrial Inspector or officer of the Union, authorised pursuant to s. 136 of that Act.

#### 5.6.9 *Exemptions*

An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.6 in the following circumstances:

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

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

#### **6.1 Hours**

- 6.1.1 The ordinary working hours for day workers are to be an average of 38 per week but not exceeding 152 hours in a 28 day cycle unless otherwise elsewhere provided for herein.
  
- 6.1.2 The ordinary hours of work prescribed by clause 6.1.1 shall be worked continuously excluding meal breaks, between the hours of 6.00 a.m. and 6.00 p.m. from Monday to Friday inclusive. The spread of hours may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned or in appropriate circumstances, between the employer and an individual employee.
  
- 6.1.3 By arrangement between the employer, and the majority of employees in the enterprise or part of the enterprise concerned, ordinary hours not exceeding 12 on any one day may be worked subject to -
  - (a) Proper health monitoring procedures being introduced;
  - (b) Suitable roster arrangements being made;
  - (c) Proper supervision being provided;
  - (d) Adequate breaks being provided;
  - (e) An adequate trial or review process being implemented through a consultative process; and
  - (f) The employer and employee being guided by the ACTU code of conduct on 12 hour shift.

6.1.4 *Implementation of 38 hour week* - The 38 hour week shall be implemented on one of the following bases, most suitable to the particular business, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:

- (a) By employees working less than 8 ordinary hours each day; or
- (b) By employees working less than 8 ordinary hours on one or more days each work cycle; or
- (c) By fixing one or more work days on which all employees will be off during a particular work cycle; or
- (d) By rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

6.1.5 Subject to the employer's right with 7 days' notice to fix or alter the daily hours of work from time to time within the spread of hours referred to in 6.1.2 and the employer's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours may be by agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned. This does not preclude the employer reaching agreement with individual employees about how their working hours are to be arranged.

Matters upon which agreement may be reached include -

- (a) How the hours are to be averaged within a work cycle established in accordance with clause 6.1.1.
- (b) The duration of the work cycle for day workers provided that such duration shall not exceed 3 months.
- (c) Rosters which specify the starting and finishing times of working hours.
- (d) A period of notice of a rostered day off which is less than 4 weeks.
- (e) Substitution of rostered days off.
- (f) Accumulation of rostered days off.
- (g) Arrangements which allow for flexibility in relation to the taking of rostered days off.
- (h) Any arrangements of ordinary hours which exceed 8 hours in any day but does not exceed 10 hours in any one day.

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

6.1.7 Hours outside those specified in clause 6.1 may be agreed upon in writing between the employer and the Union.

6.1.8 Subject to the provisions of clause 6.1.4, employees may agree that the ordinary hours of work are to exceed 8 on any day or shift, thus enabling more than one work day to be taken off during a particular work cycle.

6.1.9 Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the business concerned.

6.1.10 *Shift work*

Shift work may be worked, provided the hours of such shifts are to be mutually agreed to between the employer and the majority of the employees involved.

## **6.2 Overtime**

6.2.1 All time worked in excess of or outside of the usual commencing and ceasing times, or on a shift other than a rostered shift as defined, will be deemed to be overtime and will, except in the case of shift workers, be paid for at the rate of time and a-half.

6.2.2 Employees will be paid at the rate of double time for all overtime worked in excess of 3 hours in any one day.

6.2.3 All overtime worked on a Sunday will be paid for at the rate of double time and all such overtime worked on a Sunday or a Saturday will be paid for as prescribed, with a minimum payment as for 4 hours.

6.2.4 Time worked by an employee on a shift commencing on a Saturday, and extending into Sunday, will be deemed to be time worked on a Sunday.

- 6.2.5 Notwithstanding the foregoing provisions employees recalled to work overtime on multiple occasions, not exceeding 4 in number and each of less than 30 minutes' duration on the one day, will be paid at the prescribed overtime rate for 4 hours' work in respect of all overtime so worked.
- 6.2.6 Employees employed on shift work will be paid at the rate of double time for all overtime worked except where such time is worked by arrangement between the employees themselves.
- 6.2.7 Any employee who is required to continue working for more than one hour beyond their ordinary ceasing time will be provided with an adequate meal by their employer or paid an amount of \$12.10 in lieu thereof.
- 6.2.8 Any employee called upon to work during their meal break will be paid time and a-half, and such time and a-half will continue until such employee has had a meal break.
- 6.2.9 For work done outside ordinary hours piecework rates will be increased by 50% for the first 3 hours of each period worked and 100% thereafter.
- 6.2.10 Employees will be entitled to a break of at least 8 consecutive hours between the time of ceasing overtime work and the time of re-commencing ordinary working hours. Where the break is given, there will be no deduction of pay in the event of ordinary working hours occurring during such break:

Provided that clause 6.2 will not apply where overtime not exceeding 8 hours is worked immediately prior to the commencement of ordinary working hours.

### **6.3 Shift work**

#### *6.3.1 Definitions*

For the purpose of clause 6.3:

- (a) "Afternoon shift" means any shift finishing after 6 p.m. and at or before midnight.
- (b) "Night shift" means any shift finishing subsequent to midnight and at or before 8 a.m.
- (c) "Rostered shift" means a shift of which the employee concerned has had at least 48 hours' notice.

#### *6.3.2 Hours*

- (a) The ordinary hours of shift workers will not exceed an average of 38 on Monday to Friday inclusive:

Provided that a shift may conclude not later than 8 a.m. on Saturday:

Provided further that ordinary hours of work may be commenced between 11 p.m. and midnight on a Sunday.

- (b) Such ordinary hours will be worked continuously except for a crib time of twenty minutes as near to the middle of each shift as possible which will be counted as time worked.
- (c) Except at regular changeover of shifts an employee will not be required to work more than one shift in each 24 hours.

#### *6.3.3 Rosters*

- (a) Shift rosters will specify the commencing and finishing times of ordinary working hours of the respective shifts.
- (b) The method of working shifts may in any case be amended by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment.
- (c) The time of commencing and finishing shifts once having been determined may be amended by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

#### *6.3.4 Afternoon or night shift allowance*

Shift workers whilst on afternoon or night shifts will be paid for such shifts 25 per cent more than the ordinary rates.

#### *6.3.5 Continuation of penalties*

Extra payments applicable to work performed on Sundays and holidays, will continue to apply until the shift worker is relieved from duty.

#### **6.4 Meal breaks**

Not less than 30 minutes will be allowed for the mid-day meal. Such unpaid meal break will be given to the employees between the 4th and 6th hour after the usual hour of commencement.

#### **6.5 Rest pauses**

All employees will be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of their daily work. Such rest pauses will be taken at such times as will not interfere with the continuity of work where continuity is necessary and such times will be fixed by the employer. During such periods employees may not leave their departments:

Provided that where the majority of employees affected and the employer so agree, rest pauses may be combined to provide for one break of 20 minutes' duration to be taken at such a time as mutually agreed.

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

#### **7.1 Annual leave**

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

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

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

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

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer will be deemed to have given the leave to the employee from the date of the termination of the employment and will forthwith pay to the employee in addition to all other amounts due to the employee, their pay, calculated in accordance with clause 7.1.7 for 4 or 5 weeks as the case may be and also their Ordinary Pay for any public holiday occurring during such period of 4 or 5 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee will be paid, in addition to all other amounts due to the employee, an amount equal to 1/9th of their pay for the period of their employment if they are an employee to whom the clause 7.1.2(a) applies, and 1/12th of their pay for the period of their employment if they are an employee to whom clause 7.1.2(b) applies, calculated in accordance with clause 7.1.7.

7.1.5 Reasonable notice of the commencement of annual leave will be given to the employee.

7.1.6 Except as hereinbefore provided it will not be lawful for the employer to give or for an employee to receive payment in lieu of annual leave.

7.1.7 *Calculation of annual leave pay:* In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) will be calculated as follows:

- (a) Shift workers - Subject to clause 7.1.7 (c), the rate of wage to be paid to a shift worker will be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) *Leading Hands, &c.*- Subject to paragraph (c) hereof, 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 holidays.

(c) All employees - Subject to clause 7.1.7(d), in no case will the payment by an employer to an employee be less than the sum of the following amounts:

- (i) The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and weekend penalty rates);
- (ii) Leading Hand allowance or amounts of a like nature;
- (iii) A further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.7(c)(i) and 7.1.7(c)(ii).

(d) Clause 7.1.7(b) will not apply to the following:

- (i) Any period or periods of annual leaves exceeding:
  - 5 weeks in the case of employees employed in a calling where 3 shifts are worked over a period of 7 days per week; or
  - 4 weeks in any other case.
- (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.8 *Close-Down Periods.* - An employer may close down their plant or a section or sections thereof for the purpose of allowing a holiday to all or the bulk of the employees in the plant or section or sections concerned, in accordance with the provisions hereunder:-

- (a)
  - (i) An employee may, by giving not less than one month's notice of their intention so to do, stand off for the duration of the close-down all employees in the plant or section or sections concerned and allow to each employee who is not then qualified for four full weeks' holiday, paid holiday on a proportionate basis of one-twelfth of their ordinary earnings taken over the period of continuous service computed at their ordinary rate of pay at the time of the close-down period.
  - (ii) An employee who has then qualified for four full weeks' holiday and has also completed a further period of continuous service shall be allowed their holiday and shall also be paid for one-twelfth of their ordinary earnings in respect of continuous service performed since the close of their last twelve monthly qualifying period, computed at their ordinary rate of pay at the time of the close-down period.
  - (iii) The next twelve-month qualifying period for each employee affected by such close-down shall commence from the day on which the plant or section or sections concerned is re-opened for work.
  - (iv) If in the first year of their service with an employer an employee is allowed proportionate annual holiday under paragraph (i) hereof, and subsequently within such year leaves their employment or their employment is terminated by the employer the employee shall be allowed a monetary equivalent proportionate to their period of continuous service subject to adjustment for any proportionate leave which the employee may have been allowed as aforesaid.
- (b) (i) An employer may by giving not less than one month's notice of their intention to do so, close down their plant or a section or sections thereof for a period being not less than five days of an employee's annual holiday entitlement together with the statutory holidays occurring during such period (being holidays for which the employee would be paid but for the occurrence of such close-down) with such holiday and statutory holidays being taken consecutively; such close-down shall commence in the month of December in each year:

Provided that where such a close-down occurs an employer shall have a subsequent close-down period to occur not later than 31 August in the next following year (hereinafter referred to as the second close-down) which shall be of sufficient duration to exhaust the remainder of the period of four weeks annual holiday which was not taken in the first close-down period:

Provided further that in lieu of the second close-down an employer may grant any annual holiday which is due to an employee and which is not taken at the December close-down within the period not later than 31 August in the next following year, and after not less than four weeks' notice to the employee.

- (ii) An employee who is employed at the commencement of a close-down period and also resumes their employment upon re-commencement of work after such a close-down period shall be credited with service for annual holiday purposes for the ordinary time occurring within the close-down period.
- (iii) Except to the extent that an employee has proportionate leave to their credit at the date of a close-down period such employee shall be stood off without pay during the period of the December and/or second close-downs.
- (iv) The next twelve-monthly qualifying period of each employee affected by such close-downs shall commence from the day on which the plant or section or sections concerned is re-opened for work after each December close-down.
- (v) If in the first year of their service with an employer, an employee is allowed proportionate annual holiday under this subclause and subsequently within such year leaves their employment or their employment is terminated by the employer such employee shall be allowed a monetary equivalent proportionate to their period of continuous service subject to adjustment for any proportionate holiday which the employee

may have been allowed as aforesaid.

- (vi) Any employee who terminates their employment or is dismissed for any reason after the December close-down and before any balance of holiday due to them at that date has been granted shall be paid such balance in termination or dismissal.
- (vii) Any employer, by agreement with the Union may alter the length of the December and second close-downs prescribed in paragraph (i) hereof, provided that such close-downs together total fifteen working days.

## **7.2 Sick leave**

### *7.2.1 Entitlement*

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

### *7.2.2 Employee must give notice*

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

### *7.2.3 Evidence supporting a claim*

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

### *7.2.4 Accumulated sick leave*

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

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months; or
- (c) The employee's employment is terminated because of illness or injury and the employee is reemployed 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 at least 3 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

### *7.3.2 "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.

### 7.3.3 Unpaid leave

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

## 7.4 Long service leave

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-57 of the Act as amended from time to time.

## 7.5 Family leave

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

7.5.1 It is to be noted that:

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

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

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

## 7.6 Public holidays

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

### 7.6.3 Labour Day

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

### 7.6.4 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.

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

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

- (a) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.
- (b) A part-time employee is entitled to either payment for each public holiday or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the usual rate for work performed on a Saturday or Sunday, as the case may be, plus a loading of 50% of the ordinary hourly rate.
- (e) Nothing in clause 7.6 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

7.6.6 Where there is agreement between the employer and majority of employees concerned, a holiday prescribed by this clause may be substituted for another day so agreed.

7.6.7 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, will be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.

## **7.7 Jury service**

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

### **8.1 Travel**

The employer will meet all reasonable costs associated with travel and working away from the usual place of business provided that the employee provides evidence of costs incurred. Any dispute associated with clause 8.1 will be resolved through the provisions of clause 3.1.

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

### **9.1 Training**

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

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

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

### **10.1 Accommodation**

10.1.1 Boiling water will be supplied by the employer for tea for the employees at lunch time.

10.1.2 Dining room and dressing accommodation and facilities for drying clothes will be provided for by the employer, who will be held responsible for the place being kept clean. Dressing rooms will contain suitable provisions (hanging facilities) for the clothes of each employee.

10.1.3 Suitable showers will be available for all employees, and both hot and cold water will be laid on and will be readily accessible to employees.

10.1.4 The employer will provide a suitable covered bicycle stand.

### **10.2 Tools of trade**

10.2.1 The employer will provide all tools, leggings, gloves (rubber and other), aprons (rubber, leather or cloth where suitable), respirators and other tools and implements of trade necessarily required by an employee in the performance of their duties.

10.2.2 Employees working outdoors in wet weather will be provided by the employer with waterproof capes for use whilst so working.

10.2.3 Rubber knee boots will be provided by the employer on all work where necessarily required on wet drum work.

10.2.4 Protective clothing will be provided by the employer for employees required to work in chilling stores and chambers.

### **10.3 Taking off coverings**

10.3.1 Each employer will allow to each of their employees engaged on recognised wet work 5 minutes in the employer's time at termination of work each day for the purpose of taking off coverings and changing.

10.3.2 During such period of 5 minutes employees above referred to may leave their actual place of work but will not leave the factory.

### **10.4 Damage to clothing**

In the event of boots or clothing being damaged or destroyed by fire or corrosive substance other than in the normal course of usage of such boots or clothing, compensation to the extent of the damage sustained will be made by the employer.

### **10.5 Formaldehyde**

10.5.1 Where formaldehyde is used so as to create obnoxious or injurious fumes there will be sufficient ventilation to take the fumes away.

10.5.2 Suitable goggle protectors will be provided by the employer, if requested, for employees using formaldehyde or breaking down sulphide.

10.5.3 Employees required to use formaldehyde will be supplied with 300mls of milk per day free of charge.

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

### **Preamble**

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

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

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

#### *11.1.2 Entry procedure*

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

#### *11.1.3 Inspection of records*

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

#### *11.1.4 Discussions with employees*

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

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

#### *11.1.5 Conduct*

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

## **11.2 Time and wages record**

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

## **11.3 Union encouragement**

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

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

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

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

### *11.3.2 Union delegates*

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

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

### 11.3.3 *Shop steward*

- (a) Shop stewards or Union representatives shall be granted every facility in carrying out their duties.
- (b) Shop stewards appointed by employees in each workshop shall be allowed the necessary time during working hours to interview the employer or their representative on matters affecting employees whom they represent.
- (c) Shop stewards shall be allowed the maximum of one hour per week after pay day to collect Union dues during working hours without deduction of pay. Such time shall be fixed at a time most convenient to and at the employer's discretion.

### 11.3.4 *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.

## **11.4 Trade Union training leave**

11.4.1 A Union delegate or duly elected or appointed union representative will, upon written application by the Union to the employer, such application being endorsed by the Union and given to the employer at least 2 months in advance (or such lesser period as mutually agreed between the Union and employer/s), be granted up to 5 working days' leave (non-cumulative) on Ordinary Pay each calendar year to attend courses or seminars conducted by the Union. The scope, content and level of such courses or seminars will be such as to contribute to a better understanding of industrial relations within the employer's operations.

Other courses mutually agreed between a union party to this Award and an employer, or employers, may be included under clause 11.4.

11.4.2 Any written application by a Union seeking release of a delegate or representative to attend a course will include details of the type and content of the course to be attended as well as the dates upon which the course is proposed to be conducted.

11.4.3 For the purposes of clause 11.4 "Ordinary Pay" will mean the ordinary time earnings paid to the employee exclusive of any allowances, penalty rates or travelling time and fares.

11.4.4 The granting of such leave will be subject to the following conditions:

- (a) The employee must have at least 12 month' continuous service with the employer prior to such leave being granted and be the elected Union delegate/representative.

11.4.5 Unless otherwise agreed the maximum number of employees of one and the same employer attending a training course or seminar each year will be as follows:

Where the employer employs between 10-50 employees	1
Where the employer employs between 51-100 employees	2
Where the employer employs over 100 employees	4

11.4.6 Where an employer has more than one place of employment in Queensland then the maximum number of employees entitled to attend a course at the same time will be 2. This will not prevent an employer from agreeing to release additional employees.

11.4.7 The granting of such leave will be subject to the convenience of the employer so that the operations of the Enterprise will not be adversely affected.

11.4.8 Where an employer approaches the Union and demonstrates genuine difficulties with respect to the release of a particular Union delegate or representative at a particular time (including where the employer might have previously advised of its ability to release such union delegate or representative) the Union will not unreasonably press its request for the release of that delegate/representative at that time. If the matter is not amicably resolved, it will be processed in accordance with clause 3.1

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

11.4.10 Leave granted to attend such training courses will not incur any additional payment or alternate time off if such course coincides with an employee's day off in a 19 day month working arrangement, or with any other concessional leave.

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

11.4.12 On completion of the course the employee will, upon request, provide to the employer proof of their attendance at the course. Except in the case of sick leave or other authorised leave, non-attendance at a training course will result in the employee not being paid for such time.

#### **11.5 Posting Awards and Union notices**

11.5.1 An employer shall provide notice boards in their establishment in the work room of each department and the Union shall be permitted to post any notice thereon in connection with meetings or other Union business which it may require to have posted.

11.5.2 Every employer shall post and keep posted a copy of the Award and amendment thereof in a place accessible to all employees.

#### **11.6 Union business**

On receipt of 24 hours' notice that a lunch-time Union meeting is to be convened, the employer shall make every effort to arrange for all day workers to take their meal break at a time that coincides with the time fixed for such meeting:

Provided always that where it is essential to maintain continuity of work, the employer shall retain the right to work such employees as necessary throughout any such lunch-time meeting.

Officers or members of the employees' Union or any branch thereof may leave their work to attend to the business of the Union after at least 3 days' notice has been given to the employer but without being paid while absent.

#### **11.7 Union membership**

An employer shall not compel an employee to resign their membership of the employees' Union through the fact of such member being made a foreperson or being placed on the staff.

Dated 2 March 2004.

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

Operative Date: 1 December 2003