

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

WINE AND SPIRIT STORES AWARD - SOUTH-EASTERN DISTRICT 2002

Pursuant to s. 698 of the *Industrial Relations Act 1999*, the Wine and Spirit Stores Award - South-Eastern District 2002 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Wine and Spirit Stores Award - South-Eastern District 2002 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

WINE AND SPIRIT STORES AWARD - SOUTH-EASTERN DISTRICT 2002

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Wine and Spirit Stores Award - South-Eastern District 2002.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 23 December 2002.

1.4 Award coverage

This Award will apply to all employees employed in Wine and Spirit and Liquor Stores, Wine Cellars and in Liquor Stores licensed to sell to the public, and to their employers, in the South-Eastern District of Queensland:

Provided that in relation to a Wine, Spirit and Liquor Store this Award will not be deemed to apply to retail shops wherein the sale of liquor is incidental to the operation of such retail shops.

1.5 Area of operation

For the purpose of this Award the South-Eastern District of Queensland is defined as that portion of the State within the following boundaries:

Commencing at Point Danger, and bounded then by the southern boundary of the State westerly to 151 degrees of east longitude; then by that degree of longitude bearing true north to 24 degrees 30 minutes of south latitude; then by that parallel of latitude bearing true east to the sea-coast; then by the sea-coast southerly to the point of commencement.

1.6 Definitions

- 1.6.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.6.2 "Commission" means the Queensland Industrial Relations Commission.
- 1.6.3 "Junior" means any employee under the age of 18 years of age.
- 1.6.4 "Order Assembler" means an employee assembling orders etc. using the mechanical assistance of forklifting equipment.
- 1.6.5 "Sales Attendant" means an employee who is engaged in selling liquor supplies to the public from a bulk liquor store.
- 1.6.6 "Standard Day" means a period of 7 hours 54 minutes and will be applied generally in the Award to ordinary daily work and to leave entitlements.
- 1.6.7 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union of Australia, Queensland Branch, Union of Employees.
- 1.6.8 "Warehouse/Liquor Store Supervisor" means any employee appointed as such who is responsible for work performed in or in connection with a Wine and Spirit Liquor Store or warehouse in which such beverages are stored.
- 1.6.9 A "Wine, Spirit and Liquor Store" means and includes any store, however nominated, where wines, spirits or other alcoholic beverages are stored, bottled processed or packaged.

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 the 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.

3.2 Consultation

- 3.2.1 The parties to this Award agree:
- (a) that workplace consultative committees will be established at each workplace;
 - (b) that the committees will be comprised of an equal number of management and Union representatives and will meet at least monthly;
 - (c) that without limiting the matters to be discussed, paramount will be the organisation and performance of work, workplace health and safety, training and other matters concerning the parties;
 - (d) that the parties will provide all relevant information required to allow the fullest discussion and consideration of any management or Union proposals or concerns;
 - (e) that the committees will be a vehicle to promote good industrial relations in the wine and spirits stores and distribution industry;
 - (f) that adequate resources and paid time will be provided by the employer to allow the proper functioning of the committees.

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

4.1 Employment categories

- 4.1.1 Employees (other than casual employees) covered by this Award shall be advised in writing of their employment category upon appointment. Employment categories are:
- (a) Full-time;

(b) Part-time (as prescribed in clause 4.2); and

(c) Casual (as prescribed in clause 4.3).

4.2 Part-time employees

Adults may be employed as part-time employees in any classification in this Award on the basis that follows:

4.2.1 Not less than 3 hours and not longer than 8 hours per day, not less than 3, not more than 5 days each week and not less than 15 hours each week not in excess of 32 hours per week.

4.2.2 All time worked in excess of 8 hours per day, 5 days per week and or 32 hours per week or outside the spread of hours for full time employees shall be overtime and paid for at the rates prescribed for other weekly employees in clause 6.2 (Overtime).

4.2.3 The hours of duty each day shall be worked continuously: Provided that an employee who is required to work longer than 5 hours shall be granted a meal break of 30 minutes. The meal break shall not be counted as time worked. Where such meal break is granted in a period of not longer than 5 hours of duty the penalty prescribed in clause 6.1.4 shall be paid.

4.2.4 A part-time employee shall be paid per hour at the rate of 1/37.5 of the weekly rate prescribed for the class for work performed, plus 10%.

(a) The additional 10% shall be regarded also as ordinary wages for the payment of annual leave, sick leave, and work not performed on a holiday.

(b) The said additional 10% shall not apply in addition to the rates prescribed for work on Saturday, Sunday, holidays, overtime or where double time is prescribed in the Award.

4.2.5 All provisions of this Award which apply to other weekly employees shall apply to part-time employees on a *pro rata* basis.

4.3 Casual employees

4.3.1 A casual employee is an employee engaged for a period less than 37.5 ordinary hours per week.

4.3.2 All casual employees shall be paid an hourly rate by dividing the weekly rate for the appropriate classification in clause 5.1 by the ordinary hours prescribed in clause 6.1 and adding a loading of 23%.

4.3.3 A casual employee means an employee whose employment may be terminated by either party at a moment's notice.

4.4 Work flexibility

4.4.1 Stores personnel may be employed on general maintenance duties as required by the employer when not fully utilized on stores work.

4.4.2 Staff may be utilized on stores work in cases of emergency, staffing or other commercial problems provided:

(a) In cases of emergency or where staffing availability problems exist (not caused by an industrial stoppage or work bans) staff may not be utilized to perform work covered by classification of this Award in excess of 2 hours in any one day unless the employer has made reasonable attempts to obtain wage labour or where owing to the nature of the emergency it is impractical to obtain such labour.

(b) In all other cases staff labour may not be utilized in excess of 2 hours per day.

4.4.3 Incidental and peripheral tasks:

(a) 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.

(b) 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).

(c) Any direction issued by an employer pursuant to clauses 4.4.3(a) and 4.4.3(b) will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.5 Trainees

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

4.6 Anti-discrimination

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

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

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

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

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

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

4.7 Termination of employment

4.7.1 Statement of employment

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

4.7.2 Termination by employer

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

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

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 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 an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. 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.

4.7.4 *Time off during notice period*

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

4.8 Introduction of changes

4.8.1 *Employer's duty to notify*

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

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

4.8.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding 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 any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.9 Redundancy

4.9.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.9.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse 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 any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.9.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.9.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.7 (Termination of employment).
- (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.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Wages

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

Classification	Relativity	Total Wage Rate Per Week \$
Level 3:		
Warehouse/Liquor Store Supervisor	100%	662.00
Order Assembler	100%	662.00
Level 2:		
Sales Attendant	92.4%	628.30
Level 1:		
All Other Employees	88%	609.90

Provided that an employee acting as a Warehouse/Liquor Store Supervisor shall be paid the Warehouse/Liquor Store Supervisor's rate of pay.

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements,

currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

5.2 Supervisory allowance

Employees required to perform the duties of a supervisory nature will be paid an allowance of \$8.67 per day extra. Such allowance will be part of the weekly wage for all purposes.

5.3 Juniors

Juniors may be employed in the proportion of not more than one Junior to every 3 or every fraction of 3 adult employees. The minimum rate of wages for Junior employees will be the following percentages of the rates prescribed for the appropriate adult classifications for the work performed for the area in which such Junior is working.

	Percentage %
17 years of age and under	70
18 years of age	100

5.4 Superannuation

5.4.1 Employees under this Award will be paid by the employer a superannuation payment totalling 9%.

5.4.2 "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.

5.4.3 As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship, any fund nominated by the employer and approved by the Brethren.

5.4.4 Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in an award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.

5.5 Payment of wages

5.5.1 Except upon the termination of employment, all wages, and where practicable including overtime, shall be paid on any day other than Friday, Saturday or Sunday in each week. Notwithstanding the foregoing, by agreement between the Union, the Employer, and the employee, in a week where a holiday occurs, payment of wages may be made on Friday.

5.5.2 An employee's wages may be paid either weekly or fortnightly by way of the following means:

- (a) Cash;
- (b) Cheque;
- (c) Payment directly into the employee's bank account.

5.5.3 Employees who are paid their wages at any time other than during their working time, shall, if kept waiting more than 15 minutes, be paid overtime rates for all such waiting time.

5.5.4 Employees whose rostered day off falls on pay day shall be paid their wages, if they so desire, before going off duty on the working day prior to their day off.

5.5.5 When notice of termination of employment is given by an employer and an employee's services have been terminated by an employer, payment of all wages and other monies due shall be made at the employee's normal place of employment prior to the employee leaving such place of employment. If an employee is kept waiting for more than 15 minutes after termination of employment such an employee shall be paid overtime rates for waiting time:

Provided where an employee is instantly dismissed the employee shall be paid within 24 hours from the time of dismissal:

Provided further that where employees have entered into company share plans or other arrangements where by it has been agreed by the employees that monies shall be payable from wages and other monies due upon termination, final payments shall only be made subject to those payments being made and waiting time associated with their assessment and deduction shall not apply.

- 5.5.6 At the time of payment of wages each employee shall be issued with a statement showing gross wage, tax deductions, net wage and date on which payment is made.

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

6.1 Hours

- 6.1.1 The ordinary weekly hours shall not exceed 39.5 hours in any one week nor 7 hours 54 minutes on any day and shall be worked between 7.30 a.m. and 5.30 p.m. Mondays, Tuesdays, Wednesdays, Thursdays and Fridays in 19 Standard Days in each 4 weekly period.

- 6.1.2 Hours worked shall be continuous excepting for the meal period of one hour to be observed between 12 noon and 2 p.m. as may be arranged between any company and its employees:

Provided that it shall be permissible for the employer to change the regular meal interval at short notice to any time between 12 noon and 2 p.m. without incurring the penalty provided for in 6.1.4.

- 6.1.3 A meal interval of not less than 30 minutes may be arranged by mutual agreement between the company, its employees and the Union.

- 6.1.4 Where an employee is required to work through their rostered meal break the employee shall be paid at double the applicable rate until a meal interval is allowed.

- 6.1.5 Each employee shall be granted one rostered day off, to be observed on a Friday or on a Monday in each 4 weekly accounting period:

Provided that employees may continue to work 39.5 hours per week and will accumulate an extra day after each 4 weekly cycle up to a maximum of 5 days and these may be taken by an employee at a time mutually acceptable to the employee and the employer.

Where a rostered day off coincides with a public holiday, a day in lieu shall be observed in the next 4 weekly accounting period.

- 6.1.6 Ordinary working times shall be rostered 28 days in advance within the abovementioned limits. Where circumstances beyond the employer's control require variation to a rostered day off, such day may be varied provided 14 days' clear notice is given. Such times fixed shall be registered with the Chief Industrial Inspector and shall be exhibited in a place accessible to employees.

- 6.1.7 The actual ordinary daily hours worked may be varied by mutual agreement between the employer, the majority of employees in any one establishment, and the Union:

Provided such ordinary hours do not exceed 8 in any one day, nor 150 ordinary hours in any 4 weekly period, nor exceed 19 working days in any 4 weekly period subject to the general provisions of clause 6.1.

6.2 Overtime

- 6.2.1 For the purpose of clause 6.1 the ordinary hourly rate will be determined by dividing the weekly rate by 37.5.

- 6.2.2 All time worked outside the rosters prescribed in accordance with clause 6.1 will be deemed to be overtime and will be paid for at the rate of time and a half for the first 2 hours and double time thereafter on any one day.

- 6.2.3 All time worked on Sundays will be paid for at double rates with a minimum engagement of 4 hours.

- 6.2.4 All time worked on Saturday or a rostered day off will be paid for at the rate of time and a-half for the first 2 hours and double time thereafter, with a minimum of 3 hours work or payment therefor at overtime rates.

- 6.2.5 No employee will work overtime for more than 30 hours in any month. Systematic overtime will not be worked; it will be deemed such when 3 consecutive weeks' overtime have been worked. Clause 6.2.5 will not apply when labour is not available forthwith.

- 6.2.6 Any employee recalled to work after the ordinary ceasing time will be paid for at least 3 hours at overtime rates.
- 6.2.7 If called upon to work overtime for more than one hour without receiving notice on the previous day, employees will be paid an allowance of \$9.60 for a meal.

6.3 Rest pauses

- 6.3.1 (a) Full-time employees will receive a rest pause of 10 minutes duration in the first and second half of each day worked.
- (b) Casual and part-time employees who work a minimum of 4 consecutive ordinary hours but less than 8 consecutive hours on any one day will receive a rest pause of 10 minutes duration. Employees who work a minimum of 8 hours (excluding the meal break) on any one day will receive a rest pause of 10 minutes duration in the first half and the second half of the period worked.
- 6.3.2 Rest pauses will be taken in the employer's time.
- 6.3.3 Upon notification to the Union, morning and afternoon rest breaks may be combined into one paid rest period of 20 minutes duration.
- 6.3.4 Rest pauses will be taken at times to suit the convenience of the employer and so as to not interfere with the continuity of work where continuity is necessary.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

- 7.1.1 Every employee (other than a casual employee) shall at the end of each year of their employment be entitled to not less than 4 weeks' annual leave on full pay.
- 7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.6) shall be paid for by the employer in advance:
- (a) In the case of any and every employee in receipt immediately prior to that leave of ordinary wages at a rate in excess of the ordinary rate payable under clause 5.1, at that excess rate; and
- (b) In every other case, at the ordinary time rate of pay payable under clause 5.1 to the employee concerned immediately prior to that leave.
- 7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.6, for 4 weeks and also their ordinary time rate of pay for any public holiday occurring during such period of 4 weeks.
- 7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/12th of their pay for the period of their employment, calculated in accordance with clause 7.1.6.
- 7.1.5 Unless the employee shall otherwise agree, the employer shall give the employee at least 14 days' notice of the date from which such employee's annual leave shall be taken.
- 7.1.6 *Calculation of annual leave pay*
- In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:
- (a) Subject to clause 7.1.6(b), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
- (i) The employee's ordinary wage rate as prescribed in clause 5.1 for the period of the annual leave (including any supervisory allowance payable under clause 5.1, but excluding weekend penalty rates); and
- (ii) A further amount calculated at the rate of 17½ % of the amount referred to in clause 7.1.6(a)(i).
- (b) Clause 7.1.6(a) does not apply to:

(i) any period or periods of annual leave exceeding 4 weeks; and

(ii) employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.7 Except as provided in clause 7.1 it will not be lawful for the employer to give or for an employee to receive payment in lieu of annual leave.

7.2 Sick leave

7.2.1 Entitlement

(a) Every employee, except casuals, pieceworkers, and school-based apprentices and trainees, is entitled to 8 days' sick leave for each completed year of their employment with their employer;

(b) This entitlement will accrue at the rate of one day's sick leave for each 6 weeks of employment.

"Day" for an employee means 7 hours and 54 minutes.

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

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

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

7.2.2 Employee must give notice

The payment of sick leave is subject to the employee promptly advising their employer of their 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 their employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

7.2.4 Accumulated sick leave

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

(a) The employee is absent from work on unpaid leave granted by the employer;

(b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;

(c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

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

7.2.5 Workers' compensation

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

7.2.6 Absenteeism control measures

(a) Sick leave is unlike annual or long service leave in that it is conditional upon an employee being ill or injured to the point of being unfit for duty.

It is an insurance to protect the employee against hardship should the person concerned be unable to continue to work, and should be only so utilised.

(b) This procedure is designed to curtail sick leave abuse by employees who are absent from work and who are not genuinely unfit for duty and is to operate notwithstanding the provisions of clause 7.1.

- (c) At the end of each 3 monthly period or such other period as presently applies, the employer will review the sick leave records with a view to establishing a list of employees whose record of attendance gives cause for reasonable concern.
- (d) Any employee with an unsatisfactory record will be interviewed by the employer in the presence of a Union representative if the employee requests. If the discussion in respect to the absences does not provide satisfactory reasons for the absences, then a letter of warning is to be sent to the employee.
- (e) If no improvement is observed in the next period, the employee is again to be interviewed (as in clause 7.3.6(d), and if the interview results in unsatisfactory reasons being given, a second letter of warning is to be sent to the employee, also indicating that proof of illness or a certificate may be required for any absence.
- (f) If the above action still results in unsatisfactory attendance at work then a final warning is to be given and if this is disregarded, good grounds will have been established for termination of employment.
- (g) The above procedure does not operate to withdraw the employer's right to take termination action or other disciplinary action against any employee if that employee has been found guilty of filling out false sick leave application forms and claiming sick leave pay when that person was not genuinely on sick leave. That is a matter relating to fraudulent misrepresentation that may justify instant dismissal.

7.3 Bereavement leave

7.3.1 Full-time and part-time employees

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

7.3.2 Long-term casual employees

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2.

7.3.3 "Immediate family" includes:

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

7.3.4 Unpaid leave

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

7.4 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 3, Part 3, sections 42-58 of the Act as amended from time to time.

7.5 Family leave

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

7.5.1 It is to be noted that:

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

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

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

7.6 Public holidays

7.6.1 All work done by any employee on:

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

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

7.6.2 Labour Day

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

7.6.3 Annual show

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

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

7.6.4 Double time and a-half

For the purposes of clause 7.6 "double time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

7.6.5 Stand down

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

7.7 Jury service

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

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

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

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

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

9.1.1 Following proper consultation in accordance with clause 3.2 an employer will, as is appropriate, develop a training program consistent with:

- (a) the current and future skill needs of the enterprise;
- (b) the size, structure and nature of the operations of the enterprise;
- (c) the need to develop vocational skills relevant to the enterprise and the wine and spirits stores and distribution industry through courses conducted by accredited educational institutions and providers.

9.1.2 A training program developed in accordance with clause 9.1.1 will have objectives consistent with:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training; and
- (c) meeting the needs of an enterprise and/or the wine and spirit stores and distribution industry.

9.1.3 Where as a result of consultation in accordance with clause 3.2 it is agreed that training in accordance with the program developed pursuant to clause 9.1.2 should be undertaken by an employee, that training may be undertaken either on or off the job:

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

9.1.4 Any costs associated with standard fees, including the higher education contribution scheme, for prescribed courses and prescribed textbooks incurred in connection with the undertaking of training will be reimbursed by the employer upon production of evidence of such expenditure:

Provided that reimbursement will also be on an annual basis subject to the presentation of reports of satisfactory progress. Alleged unsatisfactory progress will be referred to the consultative committee.

9.1.5 Travel costs incurred by an employee undertaking training in accordance with clause 9.1 which exceed those normally incurred in travelling to and from work will be reimbursed by the employer.

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

10.1 Dressing rooms

The employer will provide employees with reasonable accommodation for dressing, with lockers for the preservation and safety of the employees' clothes.

10.2 Overalls and dustcoats

Every employee will be provided with overalls or dustcoats as appropriate, which will be laundered at the employer's expense and will be the property of the employer.

10.3 Safety footwear

Where approved safety footwear is not provided by the employer, permanent employees who customarily work in wet conditions and provide themselves with such approved safety footwear will be paid a footwear allowance of \$1.86 per week.

10.4 First aid attendant

An employee appointed by the employer as a first aid attendant who holds an appropriate first aid certificate will be paid the rate of \$2.66 per day or shift in addition to the wage rate for their classification prescribed by this Award. An employer will endeavour to have at least one employee who is trained to render first aid in attendance when work is performed at an establishment.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

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

11.1.3 Inspection of records

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

- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

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

11.3.1 *Documentation to be provided by employer*

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

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

11.3.2 *Union delegates*

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

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

11.3.3 *Deduction of union fees*

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

11.4 Posting up Award

The employer must display a copy of this Award in a conspicuous place at the workplace where employees can easily read it.

11.5 Trade union training leave

11.5.1 Upon application to the employer by an accredited Union Delegate on the basis of one per site which is endorsed by the Union and on giving at least one month's notice, such employee will be granted up to 5 working days leave (non cumulative) on ordinary pay each year to attend a course operated by the Australian Trade Union Authority Incorporated (T.U.T.A.):

Provided that any employee who has so applied for such leave has at least 3 months service with a current employer prior to T.U.T.A. leave being granted.

11.5.2 The granting of such leave will be subject to the convenience of the employer on the basis that it not unduly affect operations.

11.5.3 The scope, content and level of the course will be such as to contribute to a better understanding of Industrial Relations within the employer's operations.

11.5.4 In granting leave no additional payments will be incurred if such courses coincides with the employee's day off or any other concessional leave or any other costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.

11.5.5 The employer may check to ensure that employees who have been released on T.U.T.A. leave actually attend such T.U.T.A. courses.

11.5.6 Such paid leave will not affect other leave granted to employees under the Award.

11.5.7 For the purpose of clause 11.5 payment is at the ordinary rate only in respect of the days on which the employee would normally be paid.

Dated: 23 October 2002.

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

Operative Date: 23 December 2002