

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 130 - award review

QUARRY, CRUSHED STONE, SAND AND GRAVEL INDUSTRY AWARD - STATE

(No. AR38 of 2002)

COMMISSIONERS EDWARDS, BECHLY, SWAN

30 January 2003

AWARD REVIEW

After reviewing the above award as required by s. 130 of the *Industrial Relations Act 1999*, this commission orders that the award be repealed and the following award be made, as from 24 March 2003.

QUARRY, CRUSHED STONE, SAND AND GRAVEL INDUSTRY AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Quarry, Crushed Stone, Sand and Gravel Industry Award - State 2003.

1.2 Arrangement

Subject Matter Clause No.

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1.3 Date of operation

This Award takes effect from 24 March 2003.

1.4 Award coverage

1.4.1 This Award will apply to the classes of employees contained in clause 5.2 engaged in work in or incidental to the quarry, crushed stone, sand and gravel industry in the State of Queensland.

Without limiting the above, this Award will apply to all work contained in or incidental to the following:

- (a) All hard rock and lime quarries, sand, gravel and metal yards and/or pits, and/or places where gravel or sand or metal is obtained and/or delivered for sale.
- (b) The loading and unloading of sand, gravel or metal from rivers and creeks.
- (c) The operations contained in clauses 1.4.1 and 1.4.2 of crushing, quarrying, screening, dredging and pumping of all stone and rock, winning and washing, cartage from quarry face to crusher and soil testing.

1.4.2 This Award will not apply to employees engaged under the Local Government Employees' (Excluding Brisbane

City Council) Award - State, Brisbane City Council - Construction, Maintenance And General Award or Bridge, Wharf and Pier Construction Award - State or Water Supply and Sewerage Labourers' Award - State (Excluding Brisbane); Civil Construction, Operations and Maintenance General Award - State or the employees of Port Corporations or Mount Morgan Limited.

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

1.5 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and the Federated Engine Drivers' and Firemen's Association of Australasia Queensland Branch, Union of Employees, and The Australian Workers' Union of Employees, Queensland and their members.

1.6 Definitions

1.6.1 The "Act" will be taken to mean the *Industrial Relations Act 1999* as amended or replaced from time to time.

"Commission" means the Queensland Industrial Relations Commission.

"Union" means Federated Engine Drivers' and Firemen's Association of Australasia Queensland Branch, Union of Employees and The Australian Workers' Union of Employees, Queensland.

1.7 Area of operation

For the purposes of the Award, the Divisions and Districts will be as follows:

1.7.1 Divisions

- (a) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.
- (b) 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 of 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.
- (c) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

1.7.2 Districts

(a) Northern Division

- (i) Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.
- (ii) Western District - The remainder of the Northern Division.

(b) Southern Division

- (i) 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.
- (ii) Western District - The remainder of the Southern Division.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the

workplace.

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between an employer and employee/s in any 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.

2.2 Procedures to implement facilitative award clauses.

2.2.1 Facilitative clauses such as hours of work, shift rosters, ordinary hours per day, starting and ceasing times can be negotiated between management and employees who are directly affected by such proposal.

2.2.2 All employees directly affected must be consulted as a group regarding the proposal, before any agreement will be reached.

2.2.3 Employees may request and will have the right to be represented in such negotiations by Union representatives.

2.2.4 Agreement is defined as obtaining consent of greater than 50% of employees directly affected.

2.2.5 All agreements will be documented and recorded. Such agreements will be in the workplace and all agreements will be subjected to a review period.

2.2.6 Facilitative clauses can only be implemented by agreement and not imposed by the employer on the employees or vice versa.

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 listed in clause 3.1.2, the matter shall, in the case of a member of the Union, be reported to the relevant officer of the 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 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); or
- (c) Casual (as prescribed in clause 4.3).

4.2 Part-time employees

Part-time employees may be engaged on the following terms:

- 4.2.1 A part-time employee means a weekly employee who is engaged to work on predetermined days of the week for a regular number of hours, being more than ten but less than a week. Except as where otherwise stated, all conditions provided for permanent full-time employees will apply to part-time employees.
- 4.2.2 Part-time employees will be paid an hourly rate equal to 1/38th of the weekly rate prescribed by this Award for the classification under which they are engaged.
- 4.2.3 A part-time employee who works in excess of the ordinary daily or weekly hours prescribed in the contract of employment will be paid overtime in accordance with clause 6.3 (Overtime).
- 4.2.4 Part-time employees will be entitled to receive *pro rata* entitlements to annual leave, public holidays, sick leave, bereavement leave and long service leave, in accordance with the provisions contained in this Award.
- 4.2.5 A part-time employee will be entitled to the full provision prescribed for permanent employees under clause 4.9 (Termination of employment), 4.10 (Introduction of changes) and 4.11 (Redundancy).

4.3 Casual employment

- 4.3.1 A casual employee means an employee who works less than 38 hours per week.
- 4.3.2 The hourly rate of pay for casual employees will be ascertained by dividing the appropriate weekly total award rate for employees of the same class by 38, adding a loading of 23% thereafter, and then adding the appropriate divisional and district parity converted to an hourly basis.

4.4 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)*.

4.5 Employee to work as directed

- 4.5.1 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 consistent with the classification structure of this Award provided that such duties are not designed to promote deskilling.
- 4.5.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be

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

4.5.3 Any direction issued by an employer pursuant to clauses 4.5.1 and 4.5.2 will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4.6 Supervisor operating plant and machinery

4.6.1 It is agreed that at times it may be necessary for quarry supervisors to carry out employee's duties including the operation of plant and machinery.

4.6.2 Reasons may include training, testing, times of emergency, or temporary absence of employees.

4.6.3 Supervisors will not carry out employee's work roles, where competent and qualified employees are available to carry out the nominated role.

4.7 Stand-down of employees

An employer may stand down any employee without pay on any day, or for part of any day, on which the employee cannot be usefully employed because of the occurrence of anything for which the employer is not responsible or over which the employer has no control in accordance with section 98 of the Act.

4.8 Anti-discrimination

4.8.1 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:

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

(b) sexual harassment; and

(c) racial and religious vilification.

4.8.2 Accordingly in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.1, 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.

4.8.3 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.

4.8.4 Nothing in clause 4.8 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.

4.9 Termination of employment

4.9.1 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.

4.9.2 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.

4.9.3 *Notice of termination by employee*

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

4.9.4 *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.

4.10 Introduction of changes

4.10.1 *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.

4.10.2 *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 4.10.1.
- (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.

4.11 Redundancy

4.11.1 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 4.11.1(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.

4.11.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.11.1 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 4.9.
- (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.

4.11.3 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 4.11.3, '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.

4.11.4 Time off during notice period

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.11.1 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.

4.11.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.11.1 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.

4.11.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.9.2(a) and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.11.1(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.

4.11.7 *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.

4.11.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.11.1(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.

4.11.9 *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.

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

Clause 4.11 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.

4.11.11 *Employees exempted*

Clause 4.11 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.

4.11.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.11 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.

4.11.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.11.6 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 4.11.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.11.14 *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.

4.12 Continuity of service - transfer of calling

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Definitions

5.1.1 "Minor Plant and Vehicles" will mean the following:

- mobile plant or vehicles with a power rating of up to and including 185 kw.

- mobile or fixed crushing or screening plant with an average through put of up to and including 200 tonnes per hour.

5.1.2 "Major Plant and Vehicles" will mean the following:

- mobile plant or vehicles with power rating in excess of 185 kw.
- mobile or fixed crushing or screening plant with an average through put in excess of 200 tonnes per hour.

5.1.3 "Principally engaged" will mean engaged on a function or task for more than 50% of their total ordinary hours.

5.1.4 "Senior punt operator" will mean an employee whose duties include the loading and/or unloading of the vessel.

5.1.5 "Lever persons", "Winch operators" and "Dredge operators" will mean employees principally engaged in operating levers, winches and dredges respectively.

5.2 Classifications

5.2.1 *Quarry worker grade 1 - (relativity - 82%)*

Entry level for unskilled employees. Employees at this grade are engaged on routine manual duties under direct supervision or in an assistant role and are engaged on such duties utilising hand operated implements and tools.

(a) Indicative tasks and duties:

- General labourers.
- Employee engaged in induction program.

5.2.2 *Quarry worker grade 2 - (relativity - 87.4%)*

Employees at this grade are engaged on routine duties under limited supervision. Such duties involve demonstrated proficiency in hand operated power or compressed air driven tools and/or the operation of fixed plant and capable of routine maintenance of such equipment, and/ or employees engaged as a trainee for plant operation and equivalent operations.

(a) Training - demonstrated approved ability on or completion of accepted training programme on:

- Basic quarry induction programme.
- Operation of power or compressed air driven tools.
- Operation of one item of fixed plant in routine operation.

(b) Indicative tasks and duties

(i) Fixed plant operation:

- Operation of screening or crushing plant in routine operation.

(ii) Miscellaneous:

- Servicing and minor maintenance of crushing, screening and mobile plant.
- Bagging operator.
- Store attendant.
- Operation of power driven tools in a competent manner.
- Trainee weighbridge operator and associated duties.

(iii) Mobile plant operation:

- Trainee operation of excavators, loaders and various types of trucks. Trainee operation will be under the direct supervision of an experienced operator.

5.2.3 *Quarry worker grade 3 - (relativity - 92.4%)*

An employee at this grade has attained proficiency and/or certification in one of the following skill levels:

(a) Skill levels:

- Operation of both fixed and mobile Minor Plant and Vehicles in routine operations.
- Drilling operation not requiring blasting certificate.
- Soil or material tester performing routine tests.
- Weighbridge activities including recording for the purposes of despatch and receipt.

(b) Training - demonstrated ability or completion of structured training programme of:

(i) Routine quarry techniques, and

(ii) One of the following:

- Operation of 2 or more items of fixed and mobile Minor Plant and Vehicles, or
- Routine drilling operation, or
- Routine soil or material testing.

(c) Indicative tasks and duties

(i) Mobile plant operation:

- Operation of loader up to and including 4.5 cubic metres in stockpiling and vehicle loading and similar routine operation of machines capacity.
- Driver or motor vehicle with carrying capacity up to and including 35 tonne in routine operation.
- Excavator dragline operator on machine up to and including 2.25 cubic metres in routine operations.

(ii) Fixed plant operation:

- Operation of crushing and screening plant operation to a maximum of 200 tonnes per hour throughout.
- Pugmill operation.

(iii) Drill operation:

- Drill operation in routine operation.
- Powder monkey.

(iv) Dredge operation:

- Deckhand and punt operator duties.
- Operation of lever, winches machines and dredges in sand and gravel and in metal extraction operations.

(v) Material testing:

- Adult soil or material tester performing routine tests.

(vi) Administrative:

- Weighbridge operator.

- Recording for the purposes of dispatch and receipt.

(vii) Supervisory:

- Employees responsible for routine field direction of sand and gravel operations.

5.2.4 *Quarry worker grade 4 - (relativity - 100%)*

Employees at this grade have attained proficiency and certification in one of the following skill levels.

(a) Skill levels:

- Operation of both fixed and mobile major plant and vehicles and are proficient in the operation of such plant and vehicles in all facets of operation at the workplace.
- Drilling operation requiring blasting certificate.
- Soil or material tester performing advanced tests and responsible for material classification.

In conjunction with the above, an employee at this grade may be engaged in the supervision of employees in grades 1 to 3 in routine operations and/or the administrative requirements for the purposes of transport allocation and quarry sales.

(b) Training:

- (i) Completion of accepted training programme or demonstrated ability in advanced quarry operations (including supervision).
- (ii) One of the following qualifications:
 - Certificates of Competency in two or more items of major plant or dredge operations, or
 - Drill operation with blasting certificate, or
 - Accepted completion of training for advanced soil or material testing and classification.

(c) Industrial tasks and duties

(i) Mobile plant operation:

- Loader operator on machine in excess of 4.5 cubic metres capacity in all facets of quarry work including working the face of a quarry.
- Excavator operation on machine in excess of 2.25 cubic metres. Capable of operation of the machine in all facets of operation of quarry work and full capacity of the machine operations.
- Drivers of motor vehicle of capacity greater than 35 tonnes.

(ii) Fixed plant operation:

- Operation of screening or crushing plant with throughput capacity in excess of 200 tonnes per hour.

(iii) Drill operation:

- Drill operation with blasting certificate.

(iv) Material testing:

- Employee performing advanced soil and material tests indicating material classification.

(v) Dredge operation:

- Operation of dredge in excess of 750 kw.

(vi) Administrative:

- Employees performing administrative duties in respect of sales and transport allocation.

(vii) Supervisory:

- Employees responsible for field direction in quarry operations for routine work.

5.2.5 Quarry worker grade 5 - (proposed relativity to grade 4 is 105%)

Employees at this grade have attained proficiency in one of the following skill levels.

(a) Skill Levels:

- Sufficient cross-skilling in all facets of quarry work to supervise complex quarry operations, and may include for the purposes of the *Mining and Quarrying Safety and Health Act 1999* competent persons, or,
- Operation of a dredge with a power rating in excess of 750 kw and responsibility for vessel.

In conjunction with the above, employees at this level may be engaged in the training of employees at lower grades.

(b) Training:

- (i) Completion of accepted training programme or demonstrated ability in field supervision.
- (ii) One of the following qualifications:
 - Certificates of Competency in a variety of fixed and mobile plant operation or dredge operation to enable supervision in the workplace, or
 - Completion of relevant trades qualification.
- (iii) Completion of first aid certificate and/or other approved courses in emergency procedures.

(c) Incidental tasks and duties:

- Direction of all quarry operations.
- Direction of sand, metal and gravel operation, including vessel operations.
- Competent person in terms of the *Mining and Quarrying Safety and Health Act 1999*.

5.2.6 Classification - administration

Progression between the grades will be subject to satisfactory completion of the prescribed training or demonstrated ability and a position within the higher grade becoming vacant or a work value adjustment commensurate with the higher grade.

5.3 Wages

5.3.1 Wages schedule

The rates of pay per week are as follows:-

		Total Award Rate Per Week \$
Wage Group Q1	82%	501.10
Wage Group Q2	87.4%	523.60
Wage Group Q3	92.4%	544.50
Wage Group Q4	100%	578.20
Wage Group Q5	105%	599.10

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2005 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. [Disputed cases are to be referred to the Vice President.] 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 Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.3.2 Junior employees

The rate of pay for junior employees will be ascertained by applying the following percentage points on the respective rate of pay for Wage Group Q1:

	%
Under 18 years of age	60
Between 18 and 19 years of age	75

Junior employees who are 18 years of age and over, who perform the ordinary duties of an adult employee will be paid the full award rate for the class of work on which they are engaged.

5.4 Payment of wages

Except where otherwise mutually agreed between the employer and the majority of employees payment of wages will be made in cash or by electronic funds transfer, either weekly or fortnightly.

5.5 Allowances

5.5.1 Divisional and district allowance

In addition to the rates of wages set out in this Award for the Southern Division, Eastern District, the following amounts will be paid to employees to whom this Award applies employed in the Divisions and Districts referred to hereunder:

	Per Week
	\$
Southern Division, Western District	1.05
Mackay Division	0.90
Northern Division, Eastern District	1.05
Northern Division, Western District	3.25

5.5.2 Quarry allowance

In addition to the above wages, employees in quarries will be paid an allowance at the rate of \$21.30 per week to compensate for disabilities associated with working in quarries, which will be treated as part of the ordinary weekly wage for the purposes of this Award.

This allowance will also apply to employees working at crushing plants, screening plants and similar plants and will also apply to employees working in gravel pits where such plants are in operation. The allowance will not apply to employees if the plant is operated in a wet process method or other method that prevents the occurrence of a dust nuisance, except in the case of employees working at a mobile dry screening plant, crushing plant or similar mobile plant which creates a dust nuisance and which is operated adjacent to or in association with a plant operating a wet process method or other method that prevents the occurrence of a dust nuisance, then the allowance will be paid on an hourly divisible basis to employees for such time actually working at such mobile dry screening plant, crushing plant or other mobile plant.

An employee receiving payments pursuant to clause 5.5.2 will not be entitled to any payment for work in wet places, except in the case of employees working in water to a depth of 750mm or more.

5.5.3 Wet weather

All time lost through wet weather will be paid for provided the employees turn up to work and hold themselves in readiness. The supervising officer will decide whether or not it is too wet to work.

When employees are prevented by wet weather from following their usual avocation, unless the employees are willing

to perform during such wet weather any work the employer may direct them to do, they will not be entitled to payment for such time lost.

5.5.4 *Wet places*

- (a) Employees working in wet places will be paid \$3.43 per day in addition to the rates prescribed by this Award.

A wet place will mean:

- (i) when water other than rain is dropping from overhead so that the clothing of employees employed there will become saturated with water; or
- (ii) where an employee works without protective waterproof footwear in water and/or slush underfoot to a depth exceeding 50 mm.

The allowance for wet places will not be payable in addition to the allowance prescribed in clause 5.5.2 for disabilities.

- (b) Working in water - Employees who are required to work in water to a depth exceeding 750mm will be paid \$1.282 per hour with a minimum payment of \$2.564 in addition to the rates prescribed by this Award.

This allowance is payable in lieu of the allowance for working in wet places.

5.5.5 *Wet clothing allowance*

Suitable waterproof clothing will be supplied by the employer to the employees who are required to work in the rain.

Nevertheless if employees get their clothes wet while using such clothing they will be paid double rates for all work performed. Such payment will continue until employees are able to change into dry clothing or until they cease work, whichever is the earlier.

5.5.6 *First aid attendant*

Where an employer appoints an employee who holds an appropriate first-aid certificate as a first aid attendant, an additional \$11.50 per week in which an employee works 3 days or more will be paid to such employee.

5.6 Occupational superannuation

5.6.1 *Application* - In addition to the rates of pay prescribed in clause 5.3, eligible employees (as defined in clause 5.6.3(b)) shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.6.

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 payment - The employer shall pay such contributions to the credit of each eligible 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 shall preclude an employee from making contributions to a fund in accordance with the provisions of the trust deed of the fund.
- (f) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of

an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.

- (g) No other deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed in clause 5.6.

5.6.3 Definitions

- (a) "Approved fund" means a fund (as defined in clause 5.6.3(c)) approved for the purposes of clause 5.6 by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by clause 5.6. 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 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.6.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (d) "Ordinary time earnings" for the purposes of clause 5.6 means the actual ordinary time rate of pay the employee receives for ordinary hours of work including shift loading, skill allowances and leading hand allowances, where applicable. The term includes any over-award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

5.6.4 For the purposes of this Award, an approved fund shall mean:

- (a) Sunsuper.
- (b) B.U.S.S.
- (c) Aust (QLD).
- (d) A.R.F.
- (e) Any named fund as is agreed to between the relevant employer/Union(s) parties to this Award and as recorded in an approved Industrial Agreement.
- (f) 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 agreement approved by an Industrial Tribunal whether State or Federal jurisdiction which has already had practical application to the majority of award employees of that employer.
- (g) 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.
- (h) 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 this award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (i) 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 contribution.
- (j) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.

- (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
- (ii) A person must not coerce someone else to make an agreement.
- (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (Inspection of time and wage records) of the Act.
- (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.1.

5.6.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as the Union whose registered list of callings incorporates any of the classification(s) of employees to whom this Award applies, may by notification of a dispute challenge a fund on the grounds that it does not meet the requirements of clause 5.6.
- (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 shall rest upon the employer.

5.6.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than fund referred to in clause 5.6.4(g), (h), (i), and (j), shall be determined by a majority decision of employees.
- (b) Employees who are members of an established fund covered by clause 5.6.4(i) shall 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(i) has application.
- (c) The initial selection of a fund recognised in clause 5.6.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under clause 5.6.4 where the long term performance of the fund is clearly disappointing.
- (d) 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 shall not be available until a period of 3 years has elapsed after that utilisation of this provision.

5.6.7 *Enrolment*

- (a) Each employer to whom clause 5.6 applies shall as soon as practicable as to both current and future eligible employees:
 - (i) Notify each employee of the employee's entitlement to occupational superannuation;
 - (ii) Consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.6.4;
 - (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; and
 - (iv) Submit completed application form/s and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.6.7 shall:
 - (i) complete and sign the necessary application form/s to enable that employee to become a member of that fund; and
 - (ii) return such form/s to the employer within 28 days of receipt of the application form/s in order to be

entitled to the benefit of the contributions prescribed in clause 5.6.2.

- (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/s within 28 days of the receipt by the employee of that form/s, then that employer shall:
- (i) Advise an eligible employee in writing of the non-receipt of the application form/s and further advise the eligible employee that continuing failure to complete, sign and return such form/s within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.6.
 - (ii) In the event that an eligible employee fails to complete, sign and return such application form/s within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form/s is received by the employer.
 - (iii) In the event that an eligible employee fails to return a completed and signed application form/s within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form/s is a pre-requisite to the payment of any occupational superannuation contributions.
 - (iv) At the same time as advising the eligible employee pursuant to clause 5.6.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.6.7(c)(i) and 5.6.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.6.7(a)(iii) the employer shall be obliged to make contributions as from the date the employee became an eligible employee provided that the eligible employee completes, signs and returns to the employer an application form/s within 28 days of being provided with the application form/s by the employer. Where the eligible employee fails to complete, sign and return an application form/s within such period of 28 days the provisions of clause 5.6.7(c) shall apply.

5.6.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of 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 5.6.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.6.4, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.6 excepting that resort to clause 5.6.8 shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

5.6.9 *Exemptions*

- (a) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.6 in the following circumstances:
- (i) Incapacity to pay the costs associated with its implementation; or
 - (ii) Any special or compelling circumstances peculiar to the business of the employer.

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

6.1 Hours of work

6.1.1 *Hours*

- (a) Except as may otherwise be mutually agreed upon between the employer and majority of employees and subject to clause 6.1.2 (Implementation of hours of work), and to the exceptions hereinafter provided, the ordinary hours of work will be an average of 38 per week, to be worked on one of the following basis:
- (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or

- (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (b) The ordinary hours of work prescribed may be worked on any 5 consecutive days in the week, Monday to Sunday inclusive, subject to the following:
- (i) Ordinary hours worked on a Saturday or Sunday will be paid at the appropriate weekend overtime rate specified in clause 6.3 (Overtime).
 - (ii) Any arrangement of hours which includes a Saturday or Sunday as ordinary hours will be subject to agreement between the employer and the majority of employees concerned.
 - (iii) In any arrangement of hours which includes a Saturday or Sunday as ordinary hours, the Chief Industrial Inspector and the relevant Union will be notified in writing within 14 days of commencement of work under such arrangement.
- (c) The ordinary hours of work for day workers will be worked continuously, except for meal breaks, between 6.00 a.m. and 6.00 p.m.
- (d) The hours of work for employees engaged in sand, gravel and metal loading operations on the Brisbane River will be as follows:
- (i) The ordinary working hours of employees covered by this Award will be 38 hours per week, and will be worked between 12 midnight Sunday and 12 midnight Friday.

Where the necessity arises, other starting and ceasing times may be mutually arranged between the employer and the branch secretary of the Union.

- (ii) The ordinary daily working hours will be 8 hours or as rostered in terms of clause 6.1.1 in any period of 24 hours, calculated from 12 midnight Sunday or where work is commenced in any week later than 12 midnight Sunday the actual starting time thereafter.
 - (iii) Hours allowance - For all ordinary time worked between midnight Sunday and midnight Friday before 5.00 a.m. or after 11.00 p.m. allowance at the rate of 25 per centum of the ordinary rates set out in clause 5.3 will be paid for the period in question.
- (e) The ordinary starting and finishing times of various groups of employees or individual employees, may be changed or staggered, subject to the agreement of the employer and the majority of employees.

The ordinary hours of work prescribed within the Award will not exceed 10 hours on any day. Where the ordinary working hours are to exceed 8 on any day, the arrangement of hours will be subject to the agreement of the employer and the majority of employees involved:

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

- (i) the employer and the employee concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 Hour Shifts.
 - (ii) proper health monitoring procedures being introduced;
 - (iii) suitable roster arrangements being made; and
 - (iv) proper supervision being provided.
- (f) Employees are required to observe the nominated starting and finishing times for the working day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person will be in the employee's time.

6.1.2 *Implementation of hours of work*

- (a) The 38 hour week will be implemented on one of the following basis, most suitable to the particular employer, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:

- (i) by employees working less than 8 ordinary hours each day; or
 - (ii) by employees working less than 8 ordinary hours on one or more days each work cycle; or
 - (iii) by fixing one or more work days on which all employees will be off during a particular work cycle; or
 - (iv) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.
- (b) Subject to clause 6.1.1(e), employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.
- (c) Despite any other provision in clause 6.1.2, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such an agreement has been reached, the accrued rostered days off will be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off will not be unreasonably withheld by either party.
- (d) When the ordinary work cycle provides for a rostered day off, the rostered day off will not fall on a public holiday, but will be on the ordinary working day immediately before or immediately after the public holiday, or deferred in accordance clause 6.1.2(c).
- (e) Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the organisation concerned.

6.1.3 *38 hour week - Procedures for enterprise level discussions*

- (a) The employer and all employees concerned in each establishment will consult over the most appropriate means of implementing and working a 38 hour week.
- (b) The objective of such consultation will be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.1.2.
- (c) The outcome of such consultation will be recorded in writing.
- (d) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.
- (e) Despite the consultative procedures outlined above, and regardless of any lack of agreement by employees, the employer will have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.
- (f) After implementation of the 38 hour week, upon giving 7 days notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising clause 6.1.3.

6.1.4 *Method of payment for ordinary hours of work*

Ordinary hours for all employees (excluding part-time employees and casuals), will be paid on the basis of not more than 38 per week, on an averaged basis according to the work cycle, despite that an excess of 38 ordinary hours may be worked to maximise leisure time off in accordance with clauses 6.1.1(a), 6.1.1(e) and 6.1.2(c).

6.2 Shift work

- 6.2.1 Employees covered by this Award may be required to perform shift work in accordance with clause 6.2.
- 6.2.2 The ordinary working hours of shift workers will not exceed 38 in any one week or 8 on any one day to be worked according to a roster agreed upon between the employer and the majority of the employees concerned.
- 6.2.3 Shift workers will be allowed 30 minutes for crib during each shift of 8 hours to be taken by the employee at such time and in such manner as will not interfere with the continuity of work. Such crib will be regarded as part of the employee's ordinary working time.
- 6.2.4 Where a change is made from day work to shift work two days notice will be given to the employee concerned before clause 6.2 will be applicable.

6.2.5 *Shift allowances*

- (a) In addition to the wage rates prescribed by this Award, shift workers will be paid the afternoon and night shift allowances set out hereunder for each afternoon or night shift worked:

Afternoon shift allowance 12.5% or \$9.70 per shift (whichever is the greater)

Night shift allowance 15% or \$9.70 per shift (whichever is the greater)

It is a condition of this Award that no employee is disadvantaged as a result of this change from a flat rate shift allowance to a percentage shift allowance.

- (b) Shift allowance will not apply to shift work performed on a Saturday or Sunday. All ordinary time worked by shift workers between midnight Friday and midnight Saturday will be paid for at the rate of time and a half for the first three hours and double time thereafter and between midnight Saturday and midnight Sunday will be paid for at the rate of double time.
- (c) For the purposes of clause 6.2.5 the percentage which is quoted will be the amount which is payable for each shift in addition to the employee's ordinary time wage rate.

6.3 **Overtime**

6.3.1 *Day workers*

All time worked outside of the ordinary working hours each day for each class of employee will, except as where otherwise stated, be paid for at the rate of time and a-half for the first 3 hours, and double time thereafter.

If employees are called upon to work overtime commencing on Saturday they will be paid at the rate of time and a half for the first 3 hours and double time thereafter, with a minimum of 3 hours work or payment therefore.

All time worked on Sundays will be paid at the rate of double time, with a minimum of 4 hours work or payment therefore.

6.3.2 *Meal allowances*

- (a) Employees who are required to continue work for more than 2 hours after the usual ceasing time or 1 hour if the overtime continues beyond 6.00 p.m. will be supplied with a reasonable meal at the employer's expense or paid the sum of \$9.60 in lieu thereof.

If employees continue to so work they will be allowed an additional meal or \$9.60 in lieu thereof for each completed 4 hours work after the first hour.

- (b) Where notice of intention to work overtime has been given and employees have provided themselves with a meal or meals and such overtime is not worked, they will be paid the sum of \$9.60 for each meal so provided.
- (c) During weekend overtime - The employer will provide a reasonable meal at the employer's expense at all paid breaks which are prescribed in clause 6.4.4.
- (d) Employees - Sand, gravel and metal loading operations - Brisbane River - Employees engaged in sand, gravel and metal loading operations in the Brisbane River receive meal allowances in accordance with the provisions for meal allowances in the Masters and Engineers' Award - Port of Brisbane.

6.3.3 *Fatigue break*

- (a) An employee who works so much overtime:

(i) Between the termination of the employee's ordinary work day or shift, and the commencement of work in the next day or shift that the employee has not at least 10 consecutive hours off duty between these times; or

(ii) On Saturdays, Sundays and holidays, not being ordinary working days or on a rostered day off, without having had 10 consecutive hours off duty in the 24 hours preceding the employee's ordinary commencing time on the employee's next ordinary day or shift, will subject to clause 6.3.3 be released after completion of such overtime until the employee has had 10 hours off duty without loss of pay for ordinary working time occurring during such absence;

(iii) An employee who has worked continuously (except for meal and crib times allowed by this Award) for

20 hours will not be required to continue at or recommence work for at least 12 hours.

- (b) If, on the instructions of the employee's employer, the employee resumes or continues to work without having had such 10 consecutive hours off duty, the employee will be paid at double rates until the employee is released from duty for such period and will then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) Clause 6.3.3 will apply in the case of shift workers as if 8 hours were substituted for 10 hours when overtime is worked:
 - (i) For the purpose of changing shift rosters; or
 - (ii) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
 - (iii) Where a shift is worked by arrangement between the employees themselves.
- (d) Clause 6.3.3 will not apply where an employee is recalled to work overtime and works not more than 2 hours overtime.

6.3.4 *Call back*

An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) will be paid for a minimum of 4 hours work at the appropriate rate for each time the employee is so recalled.

In the case of unforeseen circumstances arising, the employee will not be required to work the full 4 hours if the job the employee was recalled to perform is completed within a shorter period.

Clause 6.3.4 will not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside the employee's ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Payment at the appropriate overtime rate will be calculated from time of leaving home to commence that work until the employee returns home from that work.

Where employees are called out between midnight and 6.00 a.m. they will be paid at the rate of double time for all time so worked up to the ordinary starting time Monday to Friday and up to 7.00 a.m. on Saturday with a minimum payment as for four hours work at that rate.

6.3.5 *Shift workers*

For all employees engaged on shift or continuous work, all time worked in excess of 8 hours on any one day or the hours as arranged in the roster, prescribed in clause 6.2 will be considered as overtime, and will be paid for at the rate of double time.

If an employee is called upon to work on the day the employee is rostered off, the employee will be paid for such work at double time.

6.3.6 *Employees - Sand and gravel and metal loading operations - Brisbane River*

Callouts and rest periods:

- (a) Employees will receive a minimum break of 8 hours between trips.
- (b) If employees are recalled to work after cessation of work on one trip, without having had an 8 hours break, they will be paid for the break and the trip as though it is a continuation of the previous trip.
- (c) When employees are required to work an additional trip which they were not rostered on, they will be paid at the rate of double time until the completion of such trip:

Provided that this rate will not apply if the employee has been given 24 hours notice of such change to the roster.

- (d) When employees are informed that their services are not required after they have actually reported for work, at the prior direction of the employer, they will be paid as for four (4) hours at the applicable rate.

6.4 Meal breaks

6.4.1 All employees, except those prescribed in clause 6.4.5, will be entitled to a meal break of 30 minutes no later than the 6th hour of ordinary time worked. All meal breaks will be taken by employees on a staggered basis to ensure minimum disruption to work.

Where it is necessary for the efficient operation of plant or the progress of operation, the meal break may be delayed by up to a maximum of 30 minutes without penalty.

All work done during the recognised meal period will be paid for at the rate of double time. Such payment will continue until a meal period has commenced. The meal period will be of the prescribed duration.

6.4.2 Employees in lime quarries engaged on the operation of kilns, calcinators and hydrators will take meal breaks at such times so as not to interfere with the continuity of operation.

6.4.3 Any employee who is required to continue working overtime for more than 2 hours after the ordinary ceasing time or one hour if overtime continues past 6.00 p.m. will be allowed 30 minutes for a meal after the first hour worked, also 30 minutes after each further 4 hours worked. If the employee works through the 30 minute meal break the employee will be paid an additional 30 minutes at ordinary time.

6.4.4 Meal breaks during weekend overtime

Any employee required to work overtime on a Saturday or Sunday beyond the 5th hour of such overtime, will be entitled to an unpaid meal break of 30 minutes.

Should an employee be required to continue such overtime beyond 9 hours, such employee will be entitled to a further break of 30 minutes for which no deduction of pay will be made.

After each further 4 hours of overtime, an employee will be entitled to a 45 minute break for which no deduction of pay will be made, provided that such employee is required to continue working thereafter.

6.4.5 Employees - Sand, gravel and metal loading operators - Brisbane River

Employees will be allowed a meal break of not less than 30 minutes without deduction of pay and, where practicable, such meal break will be allowed between the 4th and 6th hours after commencement of work. If required to work overtime for more than 2 hours after normal ceasing time employees will be allowed a further meal break of not less than 30 minutes without deduction of pay.

6.5 Rest pauses

6.5.1 All employees covered by this Award will be allowed a 10 minute rest pause at a time convenient to the employer each morning and afternoon, which will be paid for at ordinary time.

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

6.5.3 Such rest pauses may be staggered or be taken at such times as will not interfere with continuity or 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 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; and

(b) not less than 4 weeks in any other case.

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

(a) in the case of any and every employee in receipt immediately prior to that leave of ordinary wages at a rate in

excess of the ordinary wages payable under clause 5.2, at that excess rate; and

(b) in every other case, at the ordinary time rate of pay payable under clause 5.2 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 termination of the employment and shall immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.5, for 4 or 5 weeks as the case may be and also their ordinary time rate of pay for any public holidays 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 shall be paid, in addition to all other amounts due, an amount equal to 1/9th of their pay for the period of their employment in the case of a Shift Worker, and 1/12th of their pay for the period of their employment in the case of a Day Worker, calculated in accordance with clause 7.1.5.

7.1.5 *Calculation of annual leave pay*

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

(a) Shift workers - Subject to clause 7.1.5(c), the rate of wage to be paid to a Shift Worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.

(b) Leading hands etc. - Subject to clause 7.1.5(c), leading hand allowances otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.

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

(i) the employee's ordinary wage rate as prescribed in clause 5.2 for the period of the annual leave (excluding shift premiums and weekend penalty rates);

(ii) leading hand allowance prescribed in clause 5.2;

(iii) a further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).

(d) Clause 7.1.5(c) does not apply to the following:

(i) any period or periods of leave exceeding:

- 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or

- 4 weeks in any other case.

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

7.1.6 Unless the employee agrees otherwise, the employer must give the employee at least 14 days' notice of the date from which the employee's annual leave will be taken.

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

7.1.8 Such annual leave will be exclusive of any rostered day off which would have occurred had the employee not been on annual leave.

7.1.9 Annual shut down - An employer may close down an enterprise for a period of at least 21 consecutive days and grant the balance of the annual leave due to an employee in one continuous period in accordance with a roster:

Provided that by agreement with the majority of employees concerned, an employer may close down an enterprise for a period of at least 14 consecutive days including non-working days and grant the balance of annual leave due to the employee(s) by mutual arrangement.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer:

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

- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.2.2 Employee must give notice

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

7.2.3 Evidence supporting a claim

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

7.2.4 Accumulated sick leave

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

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

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

7.2.5 Workers' compensation

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

7.3 Bereavement leave

7.3.1 Full-time and part-time employees

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

7.3.2 Long-term casual employees

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

7.3.3 "Immediate family" includes:

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

7.3.4 *Unpaid leave*

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

7.4 Long service leave

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

7.5 Family leave

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

7.5.1 It is to be noted that:

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

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

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

7.6 Public holidays

7.6.1 (a) Subject to clause 7.6.7 all work done by any employee on:

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

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

- (b) All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by the Award.
- (c) When the ordinary work cycle provides for a rostered day off and a public holiday falls on that day, the rostered day shall be moved to a day mutually agreed between the employer and the employees concerned.

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 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. 25th December) is to be paid at the rate of double time.
- (e) Nothing in clause 7.6.4 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

7.6.5 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.

7.6.6 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.

7.6.7 Substitution

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

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

8.1 Travel allowance

8.1.1 An employee who is required to work away from the normal place of work and who uses a private motor car or motor cycle to travel will be entitled to the following allowances for the use of that vehicle:

- Motor cycle - 17c per kilometre or part thereof.
- Motor car - 28c per kilometre or part thereof.

This allowance will be paid for the distance travelled in excess of that which the employee would normally travel between the employee's usual place of residence and the usual place of employment.

8.1.2 Employees - Sand, gravel and metal loading operations - Brisbane River

Employees travelling to or from their work before public transport has commenced or after public transport has ceased will be entitled to transport to and from their home at the employers expense or the employer will pay to employees an allowance of \$5.00 per day for supplying their own transport. An employee whilst in receipt of this allowance may be required to commence work at any of the employers depots. However such employees will finish at or return to the commencing depot.

8.2 Camp allowance and accommodation

8.2.1 Where for the performance of their work it is necessary for employees to live in a camp provided by the employer either because there are no reasonable transport facilities to enable such employees to travel to and from their home each day or because such employees are directed to live in such camp:

- (a) Such employees will be paid a camping allowance of \$13.80 for each day (including Saturday and Sunday) they live in camp.

When employees live in a camp during the week and return home for a weekend or part of a weekend but do not absent themselves from the job for any of the ordinary working hours, they will be paid camping allowance for 5 days.

Employees who return home or are otherwise absent from camp for not more than two nights during such week but who do not absent themselves from the job will nevertheless be deemed to live in camp during the week and will be entitled to the allowance for 5 days.

- (b) The camp will be provided free of charge by the employer, with accommodation of a standard which is in accordance with the provisions prescribed in the Full Bench decision of the Commission dated 2 September 1988 and published at 129 QGIG 58-60.

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 Workplace health and safety matters

The use of personal protective clothing and equipment together with the relevant safety measures as set out in the *Workplace Health and Safety Act 1995*, and Regulations, and relevant Codes of Practice are to be followed at all times.

10.2 Employers to supply tools

All tools required will be supplied by the employer to the employees free of charge. The employee responsible for such tools will display due care in the use of such tools. Such tools will remain the property of the employer at all times. Any tools that are abused, lost or damaged through the negligence of the employee may be recoverable at cost to the employee.

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 or the Act.

11.3 Union encouragement

Preamble

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, the employer 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

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

11.3.3 Deduction of union fees

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

11.4 Posting of award

A true copy of this Award will be exhibited in a conspicuous and convenient place on the premises of the employer so as to be easily read by employees.

SCHEDULE 1 - Employers with Second Tier Orders which to varying degrees modify the provisions of this Award

This Schedule acknowledges, the employers with Second Tier Orders, which were issued by the Commission pursuant to the State Wage Case Decision appearing in the *Queensland Government Industrial Gazette* Volume 124 Folio 501.

To the extent that those Orders remain relevant, the terms of the order apply in conjunction with this Award.

A consolidated Schedule of Second Tier Orders compiled as of 2 December 1991, has been lodged with the Registrar, and was filed as part of the proceedings in Case No. B156 of 1991.

Dated 30 January 2003

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

Operative Date: 24 March 2003