

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

AUSTRALIAN WORKERS' HERITAGE CENTRE ENTERPRISE AWARD - STATE 2005

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Australian Workers' Heritage Centre Enterprise Award - State 2005 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Australian Workers' Heritage Centre Enterprise Award - State 2005 as at 1 September 2010.

Dated 1 November 2010.

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

AUSTRALIAN WORKERS' HERITAGE CENTRE ENTERPRISE AWARD - STATE 2005

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Australian Workers' Heritage Centre Enterprise Award - State 2005.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 12 May 2005.

1.4 Award coverage

1.4.1 This Award applies to the Tree of Knowledge Development Committee Inc. t/a The Australian Workers' Heritage Centre at Barcaldine, Queensland as Employer and their Employees whom classifications are prescribed by this Award employed in or in connection with or incidental to the provision of services or assistance associated with The Australian Workers' Heritage Centre and related projects and no other Award shall apply.

1.5 Definitions

- 1.5.1 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.5.2 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.3 "Employee" means any person employed by the Employer.
- 1.5.4 "Employer" means the employing organisation.
- 1.5.5 "Grade" means, the wages Grade to which an Employee is employed, and shall also include the performance of any time if required.
- 1.5.6 "Union" means The Australian Workers' Union of Employees, Queensland.

1.6 Area of operation

For the purposes of this Award, the Divisions and Districts are as follows:

1.6.1 Divisions

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees 30 minutes of south latitude; from that latitude due west to the western border of the State.

Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees of south latitude; from that latitude due east to the sea coast; from the sea-coast northerly to the point of commencement.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions and excluding that area within the following boundaries:-

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

1.6.2 Districts

(a) Northern Division:

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

(b) Southern Division:

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

Western District - The remainder of the Southern Division.

1.7 Parties bound

This Award is legally binding on the Employer and Employees as prescribed by clause 1.4, the Union and its members.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate

mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

- 2.1.3 Any proposed genuine agreement reached between an Employer and Employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultative mechanisms and procedures in the workplace

- 3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of Employees in such industries.

3.2 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.

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

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

4.1 Employment categories

4.1.1 Employees 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 4.3); and
- (c) Casual (as prescribed in clause 4.4).

4.1.2 An Employee shall on commencing employment or on transfer or promotion be provided by the Employer with a written statement outlining the Employee's:

- (a) classification and duties;
- (b) ordinary hours of employment;
- (c) rate of pay; and
- (d) date of appointment.

4.1.3 Except where dismissal without notice occurs for dishonesty, drunkenness, serious misconduct or neglect, termination of employment by the Employer shall not be harsh, unjust or unreasonable and shall proceed only after clause 3.2 has been effected.

For the purposes of clause 4.1.3, termination of employment shall include termination with or without notice.

4.2 Full-time employment

"Full-time Employee" means a person who is engaged to work on a full-time basis.

4.3 Part-time employment

4.3.1 Part-time employment is defined as an Employee, of lesser number of hours than constitute full-time employment under this Award, who works not less than 12 ordinary hours per week and not more than 38 hours per week under this Award with a minimum payment of 2 hours per day with a regular number of ordinary hours per week; and work outside of the ordinary rostered hours to be paid as overtime.

4.3.2 Any variations to work patterns are to be in accordance with standard award provisions for full-time Employees.

4.3.3 Part-time Employees shall be paid on a *pro rata* basis (proportionate to the number of hours worked) wages and employment conditions as specified in this Award for full-time employment for the same kind of work.

4.3.4 All other conditions for part-time employment other than those specified above, shall be those that apply to full-time employment.

4.3.5 An Employee who does not meet the definition of a part-time Employee and who is not a full-time Employee will be paid as a casual Employee in accordance with this Award.

4.3.6 Where an Employee and the Employer agree, part-time employment may be converted to full-time and *vice versa* on a permanent basis or for a specified period of time. If such as Employee transfers from full-time to part-time (or *vice versa*) all accrued award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

4.4 Casual employment

4.4.1 Casual Employees may be engaged by this Award in any Grade prescribed in the award under the following provisions:

- (a) Ordinary working hours for casuals shall not be more than 8 hours per day with a minimum payment of 2 hours for each engagement.
- (b) The ordinary rate for a casual Employee shall be calculated at 1/38th of the appropriate weekly rate for the Grade of work in which engaged plus a loading of 23%.
- (c) All time worked in excess of 8 hours per day, or outside the ordinary hours for weekly Employees, or in excess of 38 hours per week shall be deemed overtime and paid in accordance with clause 6.3, except where agreement between the Employer and Employees in the workplace has been reached relating to the 10 hour day.

4.5 Incidental and peripheral tasks

- 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.
- 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 (where relevant).
- 4.5.3 Any direction issued by an Employer pursuant to clauses 4.5.1 and 4.5.2 shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

4.6 Anti-discrimination

- 4.6.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:
- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade Union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
 - (b) sexual harassment; and
 - (c) racial and religious vilification.
- 4.6.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.2, the parties to this Award must take reasonable steps to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.6.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.6.4 Nothing in clause 4.6 is to be taken to affect:
- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
 - (b) an Employee, Employer or registered organisation pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.7 Termination of employment

4.7.1 Termination by the Employer

- (a) In order to terminate the employment of an Employee the Employer shall give the following notice:

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

- (b) In addition to the notice in clause 4.7.1(a), Employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:
- Provided that employment may be terminated by part of the period of notice specified and part-payment in lieu thereof.
- (d) The period of notice in clause 4.7.2 shall not apply to casual Employees nor in the case of dismissal for misconduct (including dishonesty, intoxication or wilful disobedience) or other grounds that justify instant dismissal.

4.7.2 Notice of termination by Employee

- (a) 2 days' notice of termination is required to be given by the Employee to the Employer.
- (b) If an Employee fails to give notice the Employer shall have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary time rate for the period of notice.

4.7.3 *Casual Employees*

No notice is required to be given by the Employer or the Employee to terminate the hourly contract of employment of a casual Employee.

4.8 Introduction of changes

4.8.1 *Employer's duty to notify*

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

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

4.8.2 *Employer's duty to consult over change*

- (a) The Employer shall consult the Employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on Employees (including the number and categories of Employees likely to be dismissed, and the time when, or the period over which, the Employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.8.1.
- (c) For the purpose of such consultation the Employer shall provide in writing to the Employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees, and any other matters likely to affect Employees:

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

4.9 Redundancy

4.9.1 *Consultation before terminations*

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

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

4.9.2 *Transfer to lower paid duties*

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

4.9.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of clause 4.9 in the award transmitted from an Employer (transmittor) to another Employer (transmittee), and an Employee who at the time of such transmission was an Employee of the transmittor of the business, becomes an Employee of the transmittee:
 - (i) the continuity of the employment of the Employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the Employee has had with the transmittor or any prior transmittor shall be deemed to be service of the Employee with the transmittee.
- (b) In clause 4.9.3, "business" includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

4.9.4 *Time off during notice period*

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

4.9.5 *Notice to Centrelink*

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

4.9.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.7.1(a), and subject to further order of the Commission, an Employee whose employment is terminated for reasons set out in clause 4.9.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6

Period of Continuous Service	Severance Pay (weeks' pay)
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

(b) "Weeks" pay' means the ordinary time rate of pay for the Employee concerned:

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

4.9.7 *Superannuation benefits*

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

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

4.9.8 *Employee leaving during notice*

An Employee whose employment is terminated for reasons set out in clause 4.9.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under clause 4.9 had such Employee remained with the Employer until the expiry of such notice:

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

4.9.9 *Alternative employment*

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

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

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

4.9.11 *Employees exempted*

Clause 4.9 shall not apply:

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

4.9.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.9 shall not apply to an Employer including a company or companies that employ Employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.

- (b) A "company" shall be defined as:
- (i) a company and the entities it controls;
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.9.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.9.6 are not applicable where a business is before or after the date of the insertion of clause 4.9 into the award, transmitted from an Employer (transmittor) to another Employer (transmittee), in any of the following circumstances:
- (i) where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmittor, and any prior transmittor, to be continuous service of the Employee with the transmittee; or
 - (ii) where the Employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmittee.
- (b) The Commission may amend clause 4.9.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.9.14 *Incapacity to pay*

An Employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the Employer's incapacity to pay.

4.10 Continuity of service - transfer of calling

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Wage rates

5.1.1 The minimum rate of wages to be paid to the undermentioned classes of Employees shall be as follows:

Level	Relativity %	Total per week \$
1	82	604.90
2	87.4	627.40
3	92.4	648.30
4	96	663.30
5	100	682.00

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

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those

resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.1.2 The minimum rates payable for juniors shall be:

	Percentage of minimum adult rate %
18 and under 19 years of age	80
19 and under 20 years of age	90
20 and over	100

5.2 Structure definitions

5.2.1 *Heritage centre Employee Level one (82%)* - An Employee at this level undertakes induction training which may include information on the centre, conditions of employment, introduction to supervisors and work colleges, training and career path opportunities, work and documentation procedures, occupational health and safety and equal employment opportunity.

An Employee at this level performs routine duties essentially of a manual nature and to the level of their training.

(a) Skills/duties

- (i) works under direct supervision either individually or in a work team;
- (ii) undertakes duties in a safe and responsible manner;
- (iii) exercises discretion within their level of skills and training; and
- (iv) may be undertaking structured training so as to enable the Employee to work at Level 2.

(b) Indicative of the tasks which an Employee at this level may perform are as follows:

- (i) cleaning;
- (ii) basic garden and lawn care activities;
- (iii) basic unskilled maintenance work;
- (iv) removal and or disposal of rubbish;
- (v) cobweb control; and
- (vi) basic commercial operations.

5.2.2 *Heritage centre Employee Level 2 (87.4%)* - Is an Employee who performs work above and beyond the skills of an Employee at Level one and works to the level of their skill.

(a) Skills/duties - A heritage centre Employee Level 2:

- (i) is responsible for the quality of their own work subject to routine supervision;
- (ii) works under routine supervision either individually or in a team environment;
- (iii) possesses basic interpersonal and communication skills;
- (iv) basic keyboard skills;
- (v) works within occupational health and safety guidelines; and
- (vi) may be undertaking structured training so as to enable the Employee to work at level 3.

(b) Indicative of the tasks which an Employee at this level may perform are as follows:

- (i) operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an Employee at level one;
- (ii) range of work related to the use of plant at the centre, including some associated labouring and

basic machine maintenance tasks (e.g. oil, grease, fuel, clean machinery);

(iii) commercial operations; and

(iv) maintain records.

5.2.3 *Heritage centre Employee Level 3 (92.4%)* - An Employee at this level performs work above and beyond the skills of an Employee at Level 2 and to the level of their training for this level including any appropriate certification and/or licensing requirements.

(a) Skills/duties - A heritage centre Employee Level 3:

(i) is able to understand detailed instructions and work procedures;

(ii) able to co-ordinate work in a team environment;

(iii) is responsible for quality of own work;

(iv) possesses sound interpersonal and communication skills;

(v) operates material handling equipment;

(vi) possesses sound keyboard skills;

(vii) works within occupational health and safety guidelines; and

(viii) may be undertaking structured training so as to enable the Employee to work at level 4.

(b) Indicative of the tasks which an Employee at this level may perform are as follows:

(i) licensed operation of all appropriate materials handling equipment;

(ii) inventory and store control;

(iii) use of tools and equipment within the scope (basic non-trades) maintenance;

(iv) may be required to drive a vehicle (over 1 tonne) as a minor part of their duties; and

(v) commercial/retail operations.

5.2.4 *Heritage centre Employee Level 4 (96.00%)* - An Employee at this level performs work above and beyond the skill of an heritage centre Employee Level 3 and to the level of their training for this level including and appropriate certification and/or licensing requirements:

(a) Skills/duties - A heritage centre Employee Level 4:

(i) possesses an advanced level of interpersonal and communication skills;

(ii) possesses competent keyboard skills;

(iii) has a sound knowledge of the relevant heritage centre duties and procedures;

(iv) may perform work requiring minimal supervision either individually or in a team environment;

(v) works within occupational health and safety guidelines, actively promotes occupational health and safety awareness, good practice and assures that obvious safety hazards are remedied;

(vi) may undertake structured training so as to enable an Employee to work at Level 5; and

(vii) unqualified gardener.

(b) Indicative of the tasks which an Employee at this level may perform are as follows:

(i) high level of knowledge of inventory and stock control procedures;

(ii) operates all material handling and/or lifting equipment;

(iii) has a sound knowledge of the heritage centre operations;

- (iv) provides a high level of advice and or assistance to customers;
- (v) use of visual display unit for purposes such as the maintenance of records and information input/retrieval, etc;
- (vi) gardening; and
- (vii) commercial operations.

5.2.5 *Heritage centre Employee Level 5 (100%)* - A heritage centre Employee at this level works above and beyond an Employee at heritage centre Employee Level 4 and to the level of their training for this level including any appropriate certification and or experience so as to enable the Employee to perform work within the scope of this level.

(a) Skills/duties - A heritage centre Employee Level 5:

- (i) possesses a highly developed level of interpersonal and communication skills;
- (ii) possesses advanced keyboard skills;
- (iii) possesses the ability to supervise and provide direction and guidance to other Employees including the ability to assist in the provision of on-the-job training and induction;
- (iv) exercises discretion within the scope of this Grade;
- (v) possesses a sound level of knowledge of all heritage centre operations;
- (vi) qualified gardener; and
- (vii) works within occupational health and safety guidelines, actively promotes occupational health and safety awareness, and good practice and assures that obvious safety hazards are remedied.

(b) Indicative of the tasks which an Employee at this level may perform are as follows:

- (i) liaising with management, and suppliers with respect to maintaining stock for the centres activities;
- (ii) maintaining inventory control and being responsible for the preparation and reconciliation of regular reports or stock movements, etc;
- (iii) planning, organising and supervising centre activities;
- (iv) answering queries from visitors and customers; dealing with customers and visitors complaints;
- (v) preparing reports relating to the centres activities;
- (vi) general care and maintenance of centres' displays;
- (vii) care and maintenance of grounds and gardens; and
- (viii) commercial operations.

5.2.6 *Promotional criteria*

- (a) An Employee shall remain at a particular level until they are capable of effectively performing through assessment or appropriate certification the tasks required to enable them to progress to the next level.
- (b) Employees must be effectively and completely performing their respective tasks with the scope of work attributed to a level prior to being eligible for advancement to the next level.

5.3 Payment of wages

5.3.1 Wages shall be paid by electronic funds transfer into a bank or building society account nominated by the Employee.

Wages shall be transferred into the Employees nominated account weekly, and shall be available within the Employees account by the end of the ordinary working hours on Friday:

Provided that in any week in which a holiday occurs on, pay day, wages shall be transferred on the day prior to such holiday.

The Employer shall not be held responsible for delays incurred in transfer of wages due to internal transfer of monies from bank to bank.

- 5.3.2 When notice of termination of employment has been given by an Employer, or an Employee's services have been terminated by the Employer, payment of the balance of any wages due shall be made through the usual transmission, and shall be available prior to the Employee leaving such place of employment:

Provided where an Employee is dismissed for misconduct such Employee shall be paid through the usual transmission within 24 hours from the time of dismissal.

- 5.3.3 Where an Employee's rostered day off falls on a pay day, they shall be paid their wages through the usual transmission.

5.4 Deductions from wages

The Employer shall, on request in writing by any Employee, pay to the Union, out of any money due to the Employee, in respect of wages, the annual or monthly contribution of such Employee as a member of the Union.

5.5 Allowances

- 5.5.1 *First aid allowance* - An allowance of \$10.00 per week will be paid to qualified Employees for such time that they are nominated by the Employer to act as first aid attendants.

- 5.5.2 *Divisional and district allowances* - Divisional and district allowances are included in the rates above prescribed.

- (a) Adult Employees in the Mackay Division 90c per week.
- (b) Adult Employees in the Eastern Division of the Northern Division \$1.05 per week.
- (c) Adult Employees in the Western District of the Southern Division \$1.05 per week.
- (d) Adult Employees in the Western District of the Northern Division \$3.25 per week.

- 5.5.3 *Supervisors* - An Employee appointed by the Employer to supervise the work of other staff receive an allowance of 10% calculated on the highest rate of pay of those Employees under the supervisors' direct control.

- 5.5.4 *Transport* - Where an Employee is required to use their own transport for business purposes, the Employee shall be paid a vehicle allowance per kilometre as follows:

	Cents
Less than 1600 cc	44.8
1600 cc - 2000 cc	53.4
2000 cc - 3000 cc	51.1
Over 3000 cc	60.9

Where an Employee, after having worked overtime finishes work at a time when their customary means of transport is not available, and is unable to arrange reasonable alternative means of transport, the Employer shall provide the Employee with suitable means of transport to their home.

- 5.5.5 *Travelling* - An Employee who travels on official business shall be reimbursed reasonable expenses for accommodation, food, conference fees etc. and incidental expenses upon production of receipts and other evidence of incurred expenses.

- 5.5.6 *Shift allowance*

- (a) Afternoon shift allowance - The percentage allowance to be 12.5% or \$9.70 per shift (whichever is the greater).
- (b) Night shift allowance - The percentage allowance to be 15% or \$9.70 per shift (whichever is the greater).

5.6 Superannuation

- 5.6.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible Employees, as defined herein, shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.6.

5.6.2 Contributions

- (a) Amount - Every Employer shall contribute on behalf of each eligible Employee as from the date of this Award, an amount calculated at not less than 9% of the Employee's ordinary time earnings or other such amount as determined by a Full Bench of the Commission, into an approved fund, as defined in clause 5.6. Each such payment of contributions shall be rounded off to the nearest 10 cents.
- (b) Regular payment - The Employer shall pay such contributions to the credit of each such Employee at least once each calendar month or in accordance with the requirements of the Approved Fund Trust Deed.
- (c) Minimum level of earnings - As from 1 January 1995 no Employer shall be required to pay superannuation contributions on behalf of any eligible Employee whether full-time, part-time, casual, adult or junior 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. In the case of workers' compensation the Employer shall contribute in accordance with clause 5.6.2(a) whenever the Employee is receiving by way of workers' compensation an amount of money no less than the rate of pay prescribed herein.
- (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 herein.

5.6.3 Definitions

- (a) "Approved fund" means a fund approved for the purposes of this Award by the Commission as one to which occupational superannuation contributions may be made by an Employer on behalf of an Employee, as required by this Award 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" means the actual ordinary rate of pay the Employee receives for ordinary hours of work. The term includes any overaward payment, as well as casual rates received for ordinary hours of work on week-ends. 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 Approved funds - For the purposes of this Award an approved fund shall be:

- (a) Sunsuper; or
- (b) Such other fund as agreed to in writing between the Employer, Union and Employees.

5.6.5 Enrolment

- (a) Each Employer to whom clause 5.6 applies shall as soon as practical as to both current and future eligible Employees:
 - (i) notify each Employee of their entitlement to occupational superannuation;
 - (ii) consult as may be necessary to facilitate the selection by Employees of an appropriate fund within the meaning of clause 5.6.4;
 - (iii) take all reasonable steps to ensure that upon the determination of an appropriate fund each eligible Employee, receives, completes, signs and returns the necessary application forms provided by the Employer to enable that Employee to become a member of the fund; and
 - (iv) submit all completed application forms and any other relevant material to the trustees of the fund.
- (b) Each Employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.6 shall:
 - (i) complete and sign the necessary application forms to enable that Employee to become a member of that fund; and
 - (ii) return such forms to the Employer within 28 days of receipt in order to be entitled to the benefit of the contributions prescribed in clause 5.6.2.

5.6.6 *Record keeping* - The Employer shall be required to maintain records of time worked for the purposes of establishing the Employee's entitlement to occupational superannuation, and of payments made to the approved fund in similar form to time and wages records required to be kept in accordance with section 371 of the Act, and shall have such records available for inspection by an Industrial Inspector or officer of the Union, authorised pursuant to section 373 of that Act.

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

6.1 Hours of work

6.1.1 Except as hereinafter provided, the ordinary working hours for weekly Employees shall be 38 per week Monday to Sunday. Such ordinary working hours shall not exceed 8 continuous hours in any one day, exclusive of the meal break, between the hours of 6.00 a.m. to 6.00 p.m. over 5 consecutive days each week:

Provided that the ordinary hours of work on any day may be worked up to 10 hours per day by agreement between the Employer and Employees in the workplace.

6.1.2 The ordinary starting and ceasing times for Employees shall be as mutually agreed in writing between the Employer and the Union.

The mutually agreed starting and ceasing times shall be displayed on the Employees notice board or in the Employees lunchroom so as to be readily accessible to all Employees.

6.1.3 Notwithstanding the above provisions, provided that by agreement in writing between the Employer and Employee, the following local arrangements may apply:

- (a) variation of the nominated starting and ceasing times;
- (b) working of split shift to suit climatic conditions;
- (c) employment of casuals and part-timers;
- (d) arrangement of overtime; or
- (e) arrangements of rosters to accommodate geographical location.

6.1.4 *Operation of 38 hour week*

(a) Subject to clause 6.1.5, and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:

- (i) 38 hours within a cycle not exceeding 7 consecutive days;
- (ii) 76 hours within a work cycle not exceeding 14 consecutive days;

- (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (iv) 152 hours within a work cycle not exceeding 28 days.
- (b) The ordinary hours of work shall not exceed 10 hours per day.
- (c) Where necessary, Employees shall commence their ordinary hours and breaks at different times to ensure continuity of service.
- (d) The ordinary starting and finishing times may be altered to suit geographic, safety, climatic or traffic conditions by the Employer with the agreement of the majority of Employees concerned:

Provided that any such altered starting and finishing time will not invoke any penalty payment that would not be payable if the award spread of hours was observed.

- (e) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the Employee's person shall be in the Employee's time.
- (f) Where a rostered day falls on a public holiday, the following day may be taken where practicable in lieu thereof or the Employee and the Employer may agree to an alternative day off duty as substitution.
- (g) Pay averaging

Employees shall be entitled to a week's wages in accordance with clause 5.1 for each week of the cycle.

- (h) The entitlement to a rostered day off on full pay shall be subject to the following:
 - (i) each day of paid leave taken (not including annual leave, long service leave) and any public holiday occurring during any cycle of 4 weeks shall be regarded as a day worked for accrual purposes; and
 - (ii) an Employee who has not worked a complete 4 week cycle in order to accrue a rostered day off shall be paid a *pro rata* amount for credits accrued for each day worked in such cycle payable for the rostered day off (i.e. an amount of 24 minutes for each 8 hour day worked or 2 hours for each 40 hours worked).

For the purposes of clause 6.1.4(h), "worked" includes paid leave referred to in clause 6.1.4(h)(i).

- (i) Sickness on a rostered day off which has resulted from the 19 days month work cycle

Where an Employee is sick or injured on their rostered day off the Employee shall not be entitled to sick pay nor shall their sick pay entitlement be reduced as a result of the sickness or injury on that day.

- (j) Payment of wages

In the event that an Employee by virtue of the arrangement of the Employee's ordinary working hours is rostered off duty on a day which coincides with pay day, such Employee shall be paid no later than the working day immediately following such pay day.

6.1.5 Implementation of a 38 hour week

- (a) The 38 hour week shall be implemented on one of the following bases, most suitable to each location, 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;
 - (ii) by Employees working less than 8 ordinary hours on one or more days each work cycle;
 - (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 6.1.4, Employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.
- (c) Notwithstanding any other provision in clause 6.1.4, where the arrangement of ordinary hours of work

provides for a rostered day off, the Employer and the Employee concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

- (d) Different methods of implementation of the 38 hour week may apply to individual Employees, groups or sections of Employees in each location concerned.

6.1.6 *Procedure for discussions - 38 hour week*

- (a) The Employer and all Employees concerned in each establishment shall consult over the most appropriate means of implementing and working a 38 hour week.
- (b) The object of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.1.
- (c) The outcome of such consultation shall be recorded in writing.
- (d) 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) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by Employees, the Employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented 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 the foregoing provisions of clause 6.1.6, including 6.1.6(e).

6.1.7 A roster setting out the Employee's days off duty and starting and finishing times on such days shall be displayed in a place conveniently accessible to Employees at least 3 days before the commencement of each week.

6.1.8 Rosters shall provide a minimum of 10 hours' break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day.

6.2 Roster posting

6.2.1 Time sheets or time books or automated time accounting shall be provided by the Employer wherein each Employee shall enter daily the starting and ceasing times:

Provided that each Employer shall keep posted in some position in this premises, accessible to the Employee, a schedule setting out the ordinary starting and ceasing times between which the period is allotted for each meal.

6.2.2 Although access to the Employee's place of work may be controlled for security reasons, by an electronic time recording device at the Employee's entrance, such equipment may not be used to calculate actual starting and cessation times for pay purposes:

Provided that it shall be a breach of this Award for any Employer to allow any person to perform such work unless the name of such person is recorded in the time and wages book.

6.3 Overtime

6.3.1 All time worked by an Employee in excess of the ordinary working hours in any one day or before the recognised starting time or after the recognised ceasing time shall be deemed overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that for the purposes of computing such overtime payments, each day shall be exclusive of the preceding and succeeding days except where an Employee continues working overtime past midnight.

6.3.2 All overtime worked by an Employee other than casuals on the 6th day (meaning the 6th day in the pay week, which may be a Saturday or another day within the roster in lieu thereof) shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter, with a minimum payment as for 3 hours at each engagement.

6.3.3 All overtime worked by an Employee other than casuals on the 7th day (meaning the 7th day in the pay week, which may be a Sunday or another day within the roster in lieu thereof) shall be paid for at the rate of double time, with a minimum payment as for 3 hours at each engagement.

- 6.3.4 Any Employee called upon to work overtime for more than 2 hours before the normal starting time or for more than one and a-half hours after the normal ceasing time shall be provided by the Employer with an adequate meal at no expense to such Employee, or shall be paid an amount of \$9.60 in lieu of such free meal, in respect of each meal break provided for herein in addition to the overtime payment for the time so worked.
- 6.3.5 Where an Employee has been previously notified of the requirement to work overtime and such overtime is not then worked, in the event of the Employee having been provided a meal as a result thereof, the Employee shall be paid the \$9.60 meal allowance as provided in clause 6.3.4 notwithstanding the fact that no such overtime is worked.
- 6.3.6 Any Employee who is required to begin working more than 2 hours prior to the ordinary starting time shall be allowed 30 minutes for a meal at or before the normal starting time, for which no deduction of pay shall be made. In the event of an Employee beginning at work prior to the usual starting time without taking the meal break of 30 minutes and continuing at work, the Employee shall receive in addition 30 minutes pay of double time.
- 6.3.7 Any Employee who is required to continue working for more than 2 hours after the ordinary ceasing time shall be allowed a 30 minute paid crib break after the first hour worked. A further 45 minute paid crib break after 4 hours worked shall be allowed.

In the event of an Employee remaining at work for more than 2 hours after the ordinary ceasing time without taking the initial meal break of 30 minutes and continuing at work for a period of more than 2 hours, the Employee shall receive 30 minutes pay at double time.

- 6.3.8 An Employee who works so much overtime between the termination of ordinary work on one day and the commencement of work on the next day, that the Employee has not had at least 10 consecutive hours off duty between those times shall, subject to clause 6.3.8, be released after completion of such overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Employer such Employee resumes or continues without having had such 10 consecutive hours off duty, the Employee shall be paid double rates until the Employee is released from duty for such period and shall then be entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absences.
- 6.3.9 An Employee called out to work between midnight and before their normal starting time, shall be paid at the rate of double time for all time worked up to the normal starting time.
- 6.3.10 Any time worked by casual Employees in excess of 8, or by agreement between Employer and Employee 10 hours per day, shall be paid for at overtime rates specified in clause 6.3.1 at the current casual rate of pay.
- 6.3.11 No Employee shall work overtime unless instructed to do so by the Employer or an officer authorised to do so.
- 6.3.12 Notwithstanding the preceding clauses where there is agreement between the Employee and Employer paid time off may be taken in lieu of overtime. Such time off shall be at the equivalent of the number of ordinary hours pay that the Employee would have received for such overtime.

6.4 Meal breaks

- 6.4.1 Weekly Employees shall be entitled to a daily meal break of not less than 30 minutes nor more than one hour's duration, to be taken between 4 and a-half to 6 and a-half hours after the commencement of work.

The time and duration of a meal break once having been determined in accordance with clause 6.4.1 may only be altered by mutual agreement between the Employer and Employee.

- 6.4.2 Casual Employees who are engaged to work for 6 or more hours a day shall be entitled to a meal break of not less than 30 minutes to be completed between 4th and 6th hour after the commencement of work.
- 6.4.3 All work performed during a recognised meal break shall be deemed overtime and shall be paid for at the top rate of double time. Such rate shall be continued until a break of the usual duration for a meal is allowed.

6.5 Rest pauses

- 6.5.1 Weekly Employees shall receive a rest pause of 10 minutes' duration in the Employer's time in the first and second half of their daily work. Such rest pauses shall be taken at such times so as not to interfere with continuity of work where continuity is necessary.
- 6.5.2 Casual Employees who work a minimum of 4 hours on any one day shall receive a rest pause of 10 minutes' duration in the Employer's time. Casual Employees who work a minimum of 8 hours on any one day shall

receive a rest pause of 10 minutes duration in the Employer's time in the first and second half of the period of work.

Such rest pauses shall be taken at such times so as not to interfere with continuity of work where continuity is necessary.

- 6.5.3 It is agreed that rest pauses will not be eliminated, but where agreed between the Employer and the majority of Employees in a section, and subject to this local agreement being ratified by the Branch Secretary of the Union, periods of work may be re-arranged so that there is less disruption to certain work by moving the rest pauses.

6.6 Shift work

- 6.6.1 *Afternoon and night shifts* - All afternoon shifts worked during the ordinary 38 hours shall be paid for at the rate of 12.5% or \$9.70 per shift (whichever is the greater) and all night shifts worked during the ordinary 38 hours shall be paid for at the rate of 15% or \$9.70 (whichever the greater) per shift in ordinary rates of pay prescribed in clause 5.1.

(a) "Afternoon shift" means any shift commencing between 3 p.m. and 6 p.m. on any one day.

(b) "Night shift" means any shift commencing between 6 p.m. and 2 a.m. on any one day.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

- 7.1.1 Every Employee (other than a casual Employee) covered by this Award shall at the end of each year of their employment be entitled to annual leave of not less than 4 weeks on full pay as follows:

(a) not less than 5 weeks where 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 shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) shall be paid for by the Employer in advance:

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

(b) In every other case, at the ordinary time rate payable to the Employee concerned immediately prior to that leave under this Award.

- 7.1.3 If the employment of any Employee is terminated at the expiration of a full year of employment, the Employer shall be deemed to have given the leave to the Employee from the date of the termination of the employment and shall forthwith pay to the Employee in addition to all other amounts due to the Employee their pay, calculated in accordance with clause 7.1.5, for 4 or 5 weeks as the case may be and also their ordinary pay for any public holiday occurring during such period of 4 or 5 weeks.

- 7.1.4 If the employment of any Employee is terminated at the expiration of a full year of employment, the Employee shall be paid in addition to all other amounts due to them, an amount equal to 1/9th of their pay for the period of their employment if they are an Employee to whom clause 7.1.1(a) applies, and 1/12th of their pay for the period of their employment if they are an Employee to whom clause 7.1.1(b) applies, 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 7.1.5 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 wages 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 holiday shifts.

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

(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 by the award for the period of the annual leave (excluding shift premiums and week-end penalty rates);
 - (ii) leading hand allowance or amounts of a like nature; and
 - (iii) a further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).
- (d) Clause 7.1.5(c) shall not apply to the following:
- (i) any period or periods of annual leave exceeding:
 - (A) 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
 - (B) 4 weeks in any other case.
 - (ii) employers (and their Employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to Employees.

7.1.6 Except as hereinbefore provided, it shall not be lawful for the Employer to give or for an Employee to receive payment in lieu of annual leave.

7.1.7 Annual leave shall be taken where practicable within 6 months of becoming due. If it is not practicable to take such leave within the 6 months' period, other arrangements may be made between the Employer and the Employee. Such other arrangements may lead to accumulation for a period not exceeding one year.

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 the Employer of the Employee's absence and its expected duration.

7.2.3 Evidence supporting a claim

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

7.2.4 Accumulated sick leave

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

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

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

7.2.5 *Workers' compensation*

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

7.3 Bereavement leave

7.3.1 *Full-time and part-time Employees*

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

7.3.2 *Long-term casual Employees*

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

7.3.3 "Immediate family" includes:

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

7.3.4 *Unpaid leave*

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

7.4 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 2003 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 2003; and
- (b) a copy of the Family Leave Award 2003 is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award 2003 also provides for the terms and conditions of leave associated with:

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

7.6 Public holidays

7.6.1 Subject to clause 7.6.7 all work done by any Employee on:

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

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

7.6.2 *Labour Day*

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

No provisions inserted in this Award relevant to this Part.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to training

The parties acknowledge that various degrees of training are provided to Employees in the industry, both by internal on the job training and through external training providers.

The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in such cases where this is required.

It is agreed that the parties will co-operate in ensuring that appropriate training is available for all Employees in this industry and the parties agree to co-operate in encouraging both Employers and Employees to avail themselves of the benefits from such training. The parties agree to continue discussions on issues raised in relation to training.

The parties are committed to encouraging young people to view this industry as one which has the capacity to provide them with an interesting career.

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

10.1 Amenities

Suitable amenities shall be provided by the Employer, and such amenities shall comply in all respects with the requirement of the *Workplace Health and Safety Act 1995* and any amendment thereof, and with all rules and regulations made under the said Act.

10.2 Tools

All tools required to be used by Employees in the course of their work shall be supplied and maintained by the Employer, however any Employee shall be liable for any damage done to such tools equipment wilfully or by neglect.

In lieu of the supply of tools, an additional payment of \$11.80 per week shall be paid to Employees required to supply their own tools and shall be regarded as part of the wage of the Employees concerned for all purposes:

Provided that where the Employer supplies tools, each Employee shall sign for each time which shall be recorded in an inventory book showing tools used and returned.

10.3 Accidents and first-aid

When Employees are injured seriously or become seriously ill at their work, the Employer shall provide a means of getting them to the nearest hospital.

First-aid kits maintained in accordance with the provisions of the *Workplace Health and Safety Act 1995*, and kept in suitable and secure cases shall be provided at central positions in the centre so as to be at all times readily available for the use of Employees and the first-aid attendant defined in clause 5.5.1.

10.4 Wet weather

10.4.1 Suitable and adequate waterproof clothing shall be supplied by the Employer free of charge to Employees who are required to work in the rain:

Provided that if such an Employee while using such clothing nevertheless gets substantially wet the Employee shall be paid double rates for all work so performed. Such payment shall continue until the Employee is able to change into dry clothing.

10.4.2 Where the Employer supplies wet weather clothing, each Employee shall sign for each item of clothing which shall be recorded in an inventory book showing clothes used and clothes returned. Such clothing remains the property of the Employer and must be returned to the Employer on termination.

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;
 - (ii) is a party to a QWA or ancillary document, unless the Employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the Employer that they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the Employer.
 - (d) A person must not coerce an Employee or prospective Employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 *Discussions with Employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The Employer must keep the record for 6 years.

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

11.3 Trade union training leave

11.3.1 Upon written application by an Employee to the Employer such application being endorsed by the Union and given to the Employer at least one month's notice, such Employee shall be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend trade Union courses and seminars.

For the purposes of clause 11.3 "ordinary pay" means at the ordinary weekly rate paid to the Employee exclusive of any allowance for travelling time and fares or shift work.

11.3.2 The granting of such leave shall be subject to the following conditions:

- (a) An Employee must have at least 12 months uninterrupted service with the Employer prior to such leave being granted.
- (b) Clause 11.3 shall not apply to the Employer if less than 12 full-time Employees are employed under this Award.
- (c) The maximum number of Employees of one and the same Employer attending a trade Union training course or seminar at the same time will be as follows:

Where the Employer employs between 12 and 50 Employees;	1 employee
Where the Employer employs between 50 and 100 Employees;	2 employees
Where the Employer employs between 100 and 150 Employees;	3 employees
Where the Employer employs over 150 Employees;	4 employees

Provided that where the Employer has more than one place of employment in Queensland, then the formula above shall apply to the number of Employees employed in or from each place of employment.

- (d) The granting of such leave shall be subject to the convenience of the Employer and so that the operations of the Employer will not be unduly affected.
- (e) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the Employer's operations.
- (f) In granting such paid leave, the Employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the Employee.
- (g) Leave granted to attend trade Union training. courses will not incur additional payment if such course coincided with the Employee's R.D.O. or with any other concessional leave.
- (h) Such paid leave will not affect other leave granted to Employees under this Award.

11.4 Posting of award

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

11.5 Union encouragement

Preamble

Clause 11.5 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.

11.5.1 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.

11.5.2 *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.

Dated 12 May 2005.

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

Operative Date: 12 May 2005
New Award - Australian Workers' Heritage Centre
Enterprise Award - State 2005.
Released: 12 July 2005