

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

CLAY PRODUCTS INDUSTRY AWARD - STATE 2003

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Clay Products Industry Award - State 2003 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 Clay Products Industry Award - State 2003 as at 1 September 2010.

Dated 1 November 2010.

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

CLAY PRODUCTS INDUSTRY AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Clay Products Industry Award - State 2003.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 17 February 2003.

1.4 Award Coverage

- 1.4.1 This Award applies to all employees engaged in or in connection with the making of clay products including the manufacture of pipes, tiles, bricks, blocks, pottery, and to their employers.
- 1.4.2 As to the employers named in Schedule 1 and Schedule 2 to this Award the provisions of the Award are modified in accordance with the requirements of the individual orders listed in such Schedules.

1.5 Definitions

1.5.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.5.2 "Commission" means the Queensland Industrial Relations Commission.

1.5.3 "Union" means The Australian Workers' Union of Employees, Queensland.

1.6 Area of operation

This Award shall operate throughout the State of Queensland. For the purposes of this Award, Divisions and Districts shall be 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.

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 upon the employees and employers as prescribed by clause 1.4, the Union and its members.

1.8 Commitment to the introduction of technology and multi-skilling

Employees whose terms and conditions of employment are prescribed by this Award shall, in their own right, or through The Australian Workers' Union of Employees, Queensland, give their undivided commitment to:

1.8.1 The employer's right to introduce new technology in the work place;

1.8.2 The expectation of the employer that all employees shall make every attempt to become proficient in as many differing tasks as they are capable of and are permitted to perform.

Non-compliance with clause 1.8 entitles the employer to the same procedure as is stipulated by clause 3.1 of this Award.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

workplace.

- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

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

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

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

4.1 Contract of employment

- 4.1.1 Employees (other than casuals) covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) Full-time;
- (b) Casual (as prescribed in clause 4.2); and
- (c) Piecework (as prescribed in clause 4.3).

4.2 Casual employment

- 4.2.1 A casual employee is an employee engaged as such under clause 4.1.1 who is employed for less than 32 hours in any one week under this Award.
- 4.2.2 A casual employee must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed in clause 5.2 for the class of work performed plus a loading of 23%.

4.3 Piecework

Piecework may be performed in the industry:

Provided that pieceworkers shall not work more than 8 hours on Mondays to Fridays inclusive, and that the piecework rate set forth shall be such as will enable pieceworkers to earn at least 15% in excess of the rate prescribed herein for such class or classes of work.

4.4 Mixed functions

An employee who is required to perform work on any day for which a higher rate of pay is prescribed in clause 5.2 shall be paid as follows:

- (a) If more than 4 hours on any day the higher rate for the whole of such day.
- (b) If 4 hour or less then payment of the higher rate for 4 hours.

4.5 Incidental or 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 consistent with the classification structure of this Award provided that such duties are not designed to promote deskilling.
- 4.5.2 Any 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 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 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.
- 4.6.3 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; or

- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.7 Termination of employment

4.7.1 Statement of employment

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

4.7.2 Termination by employer

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

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

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

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

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

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

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.7.3 Notice of termination by employee

The notice of termination required to be given by an employee shall be 2 days. 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.

4.7.4 Time off during notice period

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

4.8 Introduction of changes

4.8.1 Employer's duty to notify

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

tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

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

4.8.2 *Employer's duty to consult over change*

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

4.9 Redundancy

4.9.1 *Consultation before terminations*

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

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

4.9.2 *Transfer to lower paid duties*

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

4.9.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:

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

4.9.4 *Time off during notice period*

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

4.9.5 *Notice to Centrelink*

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

4.9.6 *Severance pay*

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

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

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

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

4.9.7 *Superannuation benefits*

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

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

4.9.8 *Employee leaving during notice*

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

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

4.9.9 *Alternative employment*

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

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

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

4.9.11 *Employees exempted*

Clause 4.9 shall not apply:

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

4.9.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.9 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.9.13 *Exemption where transmission of business*

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

4.9.14 *Incapacity to pay*

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

4.10 Continuity of service - transfer of calling

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

PART 5 - WAGES AND WAGE RELATED MATTERS.

5.1 Definition of classifications

5.1.1 Clay Products employee Level 1 - 81%

- (a) Clay Products employee Level 1 means an employee in the first 3 months of employment within the Industry, working as a trainee or on probation. Progression to any other level shall be subject to:
 - (i) An attendance record which, in the opinion of the employer, is adequate.
 - (ii) Training in, and a sufficient understanding of, quality control/assurance concepts.
 - (iii) Continuous service with one employer for a period of 3 months.
- (b) Employees at this level perform routine duties essentially of a manual nature. In accord with their experience and level of training, they:
 - (i) Perform general labouring and cleaning duties.
 - (ii) Exercise minimal judgement.
 - (iii) Work under direct supervision.
 - (iv) Undertake structured on-the-job training so as to enable them to progress to Level 2.

5.1.2 Clay Products employee Level 2 - 84%

- (a) Clay Products employee Level 2 means an employee who has satisfactorily progressed from Level 1, who is able to perform work within the scope of Level 2, and who has been so appointed.
- (b) Employees at this level perform manual work above and beyond the skills of employees at Level 1. In accord with their experience and level of training they:
 - (i) Work under direct supervision either individually or in a team environment.
 - (ii) Understand and undertake basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults.
 - (iii) Understand and utilise basic statistical process control procedures.
- (c) Indicative of the tasks which an employee at this level might perform are the following:
 - (i) hand-setting, dragging, de hacking, unloading, sorting, grading or packing of clay products;
 - (ii) application of surface treatments, rumbling, tumbling, rockfacing etc.;
 - (iii) operating manual strapping machine;
 - (iv) kiln care cleaning, greasing, or refurbishing;
 - (v) assisting one or more machine operators;
 - (vi) maintaining simple records;
 - (vii) assisting in the provision of on-the-job training in conjunction with trainers and supervisors.

5.1.3 Clay Products employee Level 3 - 87.4%

- (a) Clay Products employee Level 3 means an employee with training and experience enabling the performance

of work within the scope of this level and who has been appointed to this level.

- (b) Employees at this level act as machine operators or perform specialist tasks. They require skills above and beyond employees at Level 2. In accord with their experience and training they:
 - (i) Are responsible for the quality of their own work and the operation of the machinery in their control, subject to routine supervision.
 - (ii) Work under routine supervision either individually or in a team environment.
 - (iii) Exercise discretion within their level of skill and training.
- (c) Indicative of the tasks which an employee at this level might perform are the following:
 - (i) Operate a specific major item of clay product processing equipment such as an extruder, press, setting machine, dehacking/unloading machine or an automatic/ semi-automatic strapping line.
 - (ii) Operate clay preparation/processing equipment (i.e. mills, pans etc.).
 - (iii) Operate mobile equipment including forklifts (up to 2.5 tonne capacity), overhead cranes and winch equipment.
 - (iv) Assists one or more tradesmen.
 - (v) Receive, despatch, distribute, sort, check, document, record usage etc. of goods, materials and supplies.
 - (vi) Undertake basic inventory control in the context of the production process or preventative maintenance system.
 - (vii) Utilise basic keyboard skills.
 - (viii) Operate (i.e. serve as burner of) non-tunnel kilns or a single tunnel kiln.
 - (ix) Assist in the provision of on-the-job training in conjunction with trainers and supervisors.

5.1.4 Clay Products employee Level 4 - 92.4%

- (a) Clay Products employee Level 4 means an employee with training and experience enabling the performance of work within the scope of this level and who has been appointed to this level.
- (b) Employees at this level perform specialised complex or critical tasks, frequently requiring a degree of multiskilling and/or considerable experience and judgement. In accord with their experience and level of training they:
 - (i) Work from complex instructions and procedures.
 - (ii) Are responsible for assuring the quality of their own work.
 - (iii) Are able to inspect products and or materials for conformity with established operational standards.
 - (iv) Co-ordinate work in team environment or work individually under general supervision.
- (c) Indicative of the tasks which an employee at this level might perform are the following:
 - (i) Operate (i.e. serve as burner of) more than one tunnel kiln;
 - (ii) Operate forklifts above 2.5 tonnes capacity;
 - (iii) Operate mobile plant and equipment (front end loaders etc.);
 - (iv) Operate clay winning equipment;
 - (v) Rebuild kiln-cars;
 - (vi) Serve as relief operator on a range of major items of clay product processing equipment;
 - (vii) Utilise intermediate keyboard skills;

- (viii) Use precision measuring instruments;
- (ix) Perform basic quality checks on the work of others;
- (x) Assist in the provision of on-the-job training in conjunction with trainers and supervisors.

5.2 Wage rates

5.2.1 Clay brick and paver section

The minimum rates of wages payable to adult employees shall be:

(a) Level

	Award Rate Per Week \$
1	600.70
2	613.20
3	627.40
4	648.30

- (b) Leading Hand shall mean an employee appointed as such and shall be paid the following additional payments:

	Per Week \$
Leading hand in charge of up to 10 employees	24.80
Leading hand in charge of over 10 employees	27.40

5.2.2 Pottery section

(a)

	Award Rate Per Week \$
Level 1 Probationary employee/trainee	599.60
Level 2 Junction stickers and pressers, terracotta ware pressers or throwers clay market in charge, dipper, or spray gun operator or printer, turner, jolly or jigger hands, pottery handle or finisher, all other adult labour not elsewhere classified, sorting and packing ware, sagger maker, storeperson, sanitary ware and hollow ware pressers	610.70
Level 3 Mould, model and die marker, thrower of large ware (over 27.3 litres), pottery caster (more than 3 months experience)	613.50

- (b) 'Leading hand' shall mean an employee appointed as such and shall be paid the following additional payments applicable for all purposes of the Award:

	Per Week \$
Leading hand in charge of up to 10 employees	24.80
Leading hand in charge of over 10 employees	27.40

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

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

5.2.3 *Divisional and District parities -*

Employees working in the Divisions and Districts prescribed in clause 1.6 of the Award shall receive the following amounts in addition to their weekly wage.

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

5.3 Allowances

5.3.1 *Wet work*

Employees working in wet places shall be paid \$4.42 per day in addition to the rates prescribed by this Award.

A place shall be deemed to be "wet":

- (a) when water other than rain is dropping from overhead so that the clothing of workers employed there will become saturated with water: or
- (b) where a worker works without protective waterproof footwear in water and/or slush underfoot to a depth exceeding 50mm:

Provided that no place shall be considered wet where workers are actually working or where the wetness is caused by rain or by a jet or spraying of water.

5.3.2 *Work in the rain*

Where an employee is required to perform work in the rain and by so doing gets their clothes wet, they shall be paid double rates for all work so performed. Such payment shall continue until such time as they finish work or are able to change into dry clothing:

Provided that employees entitled to payment under clause 5.3.2 shall not be entitled to payment under clause 5.3.1.

5.4 Payment of wages

5.4.1 Except upon the termination of employment all wages including overtime and allowances shall be paid on any day in each pay cycle.

5.4.2 Payment of wages may be made weekly at the discretion of the employer by one of the following means:

- (a) cash;
- (b) cheque;
- (c) payment directly into an employee's nominated bank account, credit union or building society without cost to the employee.

5.4.3 Where an employee is paid in cash, payment for work performed during such pay cycle shall be made no later than 2 days after the stipulated completion day of the pay cycle and 3 days in the case of clause 5.4.2(c):

Provided such payment to weekly and part-time employees may relate to the average number of ordinary hours in accordance with a roster system:

Provided further such payment to casual employees shall be on the basis of actual hours worked in each week.

5.5 Superannuation

5.5.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees (as defined in clause 5.5.3(a)) shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.5.

5.5.2 *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%.

Provided that the employer shall not be required to pay superannuation contributions on behalf of any eligible employee in respect of any week during which such employee receives less than 20 hours pay in ordinary time earnings:

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.

5.5.3 Definitions

- (a) "Eligible employee" means any employee who has been employed by the employer during 4 consecutive weeks and who has worked a minimum of 80 hours during that period. On completion of the above qualifying period, superannuation contributions shall be made in accordance with clause 5.5.2 retrospectively to the commencement of that period.
- (b) "Ordinary time earnings" means the actual ordinary rate of pay the employee receives for their ordinary hours of work including piecework payments, shift loading and leading hand allowance where applicable. Ordinary time earnings shall not include overtime, disability allowances, penalty rates, fares and travelling time allowances or any other extraneous payments of a like nature.

5.5.4 For the purposes of this Award, an approved fund means

- (a) Boral Employees Provident Fund;
- (b) Wide Bay Brick Works Pty Ltd Superannuation Fund No. 2;
- (c) Monier PGH Superannuation Fund;
- (d) J T Sandison Staff Superannuation Fund;
- (e) Southern Cross Employees Superannuation Fund;
- (f) Pioneer International Limited Superannuation Fund;
- (g) Sunsuper; or
- (h) Such other scheme or fund as agreed to between an employer and the Union and recorded in an approved industrial agreement.
- (i) 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.
- (j) 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.
- (k) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in an award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (l) 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 5.5.2 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.
- (m) 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 section 371 and section 373 (time and wage records) of the Act.
- (iv) Any dispute arising out of this process will be handled in accordance with the Disputes Resolution Procedure as contained in clause 3.1.

5.5.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as the Union, may by notification of a dispute to the Commission challenge a fund on the grounds that it does not meet the requirements of clause 5.5.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.5, 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 5.5.2 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 5.5, the onus of proof shall rest upon the employer.

5.5.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 5.5.4(c), (d), (e), (f) and (g) shall be determined by a majority decision of employees.
- (b) Employees who are members of an established fund covered by clause 5.5.4(f) shall have the right by majority decision to choose to have the contributions specified in clause 5.5.2 paid into a fund as provided for elsewhere in clause 5.5.4 in lieu of the established fund to which clause 5.5.4(f) has application.
- (c) The initial selection of a fund recognised in clause 5.5.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the fund is clearly disappointing.
- (d) Where clause 5.5.6 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.

5.5.7 *Enrolment*

- (a) Each employer to whom clause 5.5 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 5.5.4;
 - (iii) Take all reasonable steps to ensure that upon the determination of an appropriate fund, each eligible employee receives, completes, signs and returns the necessary application form/s provided by the employer, to enable that employee to become a member of the fund; and
 - (iv) Submit completed application form/s and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.5 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 5.5.2.
- (c) Where an employer has complied with the requirements of clause 5.5.7(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 the eligible employee in writing of the non-receipt of the application form/s and further advise the eligible employee that continuing failure to complete, sign and return such form/s within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.5.
 - (ii) In the event that the eligible employee fails to complete, sign and return such application form/s within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which the completed and signed application form/s is received by the employer.
 - (iii) In the event that the eligible employee fails to return a completed and signed application form/s within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form/s is a pre-requisite to the payment of any occupational superannuation contributions.
 - (iv) At the same time as advising the eligible employee pursuant to clause 5.5.7(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 5.5.7(c)(i) and 5.5.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.5.7(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 5.5.7(c) shall apply.

5.5.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.5.5, 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 5.5.2 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 5.5.5, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.5 excepting that resort to clause 5.5.8 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.

5.5.9 *Exemptions*

- (a) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.5 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 *Day worker:*

Subject to clause 6.3 (Working of a 38 hour week) 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 ways:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

(e) Between 5 a.m. and 5 p.m. on Mondays to Fridays inclusive:

Provided that an altered range of hours and days can be worked by agreement with the District Secretary of The Australian Workers' Union of Employees, Queensland.

(f) The ordinary starting and finishing times of various groups of employees or individual employees may be staggered, provided that there is agreement between the employer and the majority of employees concerned.

(g) The ordinary hours of work prescribed herein except for meal breaks and rest pauses shall not exceed 10 hours on any day:

Provided that where the ordinary working hours are to exceed 8 on any one day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

6.2 Shift workers

The ordinary working hours of shift workers shall be worked in accordance with rosters mutually agreed upon between the employer and the District Secretary of The Australian Workers' Union of Employees, Queensland.

6.3 Working of a 38 hour week

6.3.1 The 38 hour week shall be implemented on one of the following ways, most suitable to the particular enterprise, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:

(a) by employees working less than 8 ordinary hours each day; or

(b) by employees working less than 8 ordinary hours on one or more days each work cycle; or

(c) by fixing one or more work days on which all employees will be off during a particular work cycle; or

(d) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

6.3.2 Subject to clause 6.1.1(g), 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.

6.3.3 Regardless of any other provision in clause 6.3, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, each accrued rostered day off must be taken within 12 calendar months of the date on which that rostered day off was accrued. Consent to accrue rostered days off will not be unreasonably withheld by either party.

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

6.4 Meal breaks

6.4.1 Day workers shall be allowed not less than 30 minutes nor more than one hour for a meal which shall be in the employee's time and shall be taken during the 4th and 6th hour from ordinary commencing time.

6.4.2 Where more than one shift per day is worked, an unbroken 30 minutes shall be allowed for crib in the employer's time during each shift in such a manner as not to interfere with the continuity of work:

Provided that where possible meal breaks may be staggered amongst employees to enable continuity of production:

Provided further that where employees are required to take their meal break one-half an hour either side of a recognised meal break, no penalty shall be incurred.

6.5 Rest pauses

6.5.1 Every employee is entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the working day. Such rest pauses shall be taken at such time as will not interfere with the continuity of work where continuity is necessary:

Provided that employees, where required, shall forego their rest pause in the afternoon to ensure continuous production and shall be entitled to payment for the additional period so worked at the rate of time and a-half:

Provided further that where there is agreement between the employer and the Branch Secretary of The Australian Workers' Union of Employees, Queensland, periods of work may be rearranged so that there is less disruption to certain work by moving the rest pauses as provided for in clause 6.5.1.

6.6 Overtime

6.6.1 All time worked before the ordinary starting time or after the ordinary ceasing time, or outside the ordinary working hours, or in excess of 38 hours per week, shall be deemed to be overtime.

6.6.2 All overtime, except as hereinafter provided shall be paid for at one and a-half times for ordinary rate of the first 3 hours and double time thereafter:

Provided that if employees are called upon to work overtime on Saturday they shall be paid at one and a-half times the ordinary rate for the first 3 hours and double time thereafter, with a minimum of 3 hours' work or payment therefore.

6.6.3 Overtime worked by shift workers shall be paid for at the rate of double time.

6.6.4 Except in the case of continuous shift workers for whom Sunday work is a rostered ordinary shift, all time worked on Sundays shall be deemed to be overtime and shall be paid for at the rate of double time, with a minimum of 3 hours' work or payment therefore.

6.6.5 Any employee who is required to continue working for more than 2 hours after the ordinary ceasing time shall be allowed 30 minutes for a meal after the first 2 hours worked and, also, 30 minutes after each further 4 hours worked.

6.6.6 Any employee called upon to work overtime for more than 2 hours after the ordinary ceasing time, shall be paid an allowance of \$9.60 for a meal, or shall be supplied by the employer with a reasonable meal in lieu of such payment, in respect of each meal break allowed during such overtime as provided for in clause 6.6.5.

6.6.7 Where an employee has provided themselves with customary meals after receiving notice to work certain overtime the employee shall be paid the relevant meal allowance of \$9.60 for each meal so provided in the event that the overtime work is not performed or ceases before the notified time of conclusion of work where such time of conclusion would, but for the giving of prior notice, have involved payment of one or more meal allowances.

6.6.8 All time worked by employees during their ordinary meal period shall be paid for at the rate of double time. Where an employee is called upon to work during their ordinary meal period the employee shall, if a day worker, be allowed a break in the employer's time of not less than 30 minutes nor more than one hour, or if a shift worker, one-half hour break after the completion of such work. Until such break is allowed the employee shall be paid at the rate set out herein.

6.6.9 An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times, shall, subject to clause 6.6.9, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of their employer such an employee resumes or continues work without having had such 10 consecutive hours off duty the employee shall be paid double rates until 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 absence:

Provided that where an employee is recalled to work overtime and works not more than 2 hours' overtime, clause 6.6.9 shall not apply.

The provisions of clause 6.6.9 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

(a) for the purpose of changing shift rosters; or

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

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

6.6.10 Where an employee is called out after the employee has completed their shift and has actually left the job, the employee shall be paid for a minimum of 4 hours at the rate of time and a-half, and at the rate of double time for the time worked after 4 hours.

6.6.11 An employee who is required to return to perform overtime between 12.01 a.m. Monday and midnight Friday (other than on public holidays) which work does not continue after their normal starting time, shall be entitled to

a 30 minute crib break after the completion of each 4 hours of overtime worked and no deduction of pay shall be made in respect thereof:

Provided that an employee who is required to report back to work to perform overtime more than 2 hours but less than 4 hours prior to their ordinary starting time shall be allowed 30 minutes crib break at their ordinary starting time for which the employee shall be paid at ordinary rates.

6.7 Shift work

6.7.1 Extra week-end payments for continuous shift work

Where continuous shift work is performed, one and a-half times ordinary rates shall be paid from midnight Friday to midnight Saturday, and one and three-quarters times ordinary rates shall be paid from midnight Saturday to midnight Sunday.

"Continuous shift work" means work that is continuous for 24 hours per day for an unbroken period of 28 days, except in the case of floods, breakdowns, closing down for holidays, wet weather or closing down for repairs.

6.7.2 Extra payment for afternoon and night shifts

(a) In addition to the rates of pay prescribed by clause 5.2, employees whilst engaged on afternoon and night shift, as established pursuant to clause 6.2, shall be paid an additional penalty rate for each such shift as follows:

- (i) Afternoon shift allowance
The percentage allowance is 12.5% or \$9.70 per shift (whichever is the greater).
- (ii) Night shift allowance
The percentage allowance is 15% or \$9.70 per shift (whichever is the greater).

(b) For the purpose of clause 6.7.2:

- (i) "Afternoon shift" means any shift finishing after 6.00 p.m. and at or before midnight.
- (ii) "Night shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.

(c) This extra shift rate shall not apply to shift work performed on Saturday or Sunday where extra payments apply to continuous shift work.

(d) No employee shall as a result of clause 6.7.2 suffer any reduction to their current entitlement to shift allowance.

(e) A shift shall be known and shall be regarded as being wholly within the day upon which it commences even though part of such shift may carry over onto the following day.

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).

(c) 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 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 apply to and are deemed to form part of this Award.

7.5.1 It is to be noted that:

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

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

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

7.6 Public holidays

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

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

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

7.6.2 *Labour Day*

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

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

PART 9 - TRAINING AND RELATED MATTERS.

9.1 Training program

9.1.1 Following proper consultation, an employer shall develop a training policy and programme consistent with:

- (a) the current and future skill needs of the enterprise;
- (b) the size, structure and nature of the operations of the enterprise.

9.1.2 All associated costs incurred by an employee undertaking training in accordance with clause 9.1 shall be reimbursed by the employer.

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

10.1 Tools to be supplied

All tools required by employees at their respective work shall be provided by the employer, but in cases where such tools are lost or destroyed by the absolute fault of the employee, such employee shall be liable, if called upon, to restore, or pay for, same.

10.2 Washing time

Employees shall be granted 5 minutes' washing time prior to normal cessation of work each day Monday to Friday inclusive.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

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

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or

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

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

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 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 dues

The employer shall, at the request in writing of any employee, pay to the relevant Union out of the money due to such employee in respect of wages, the yearly contribution of such employee as a member of that Union.

SCHEDULES. This may include provisions, which only apply to single respondents, sites or projects.

SCHEDULE 1

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

NAME	CASE NO.	DATE OF ORDER
P.G.H. Clay Bricks and Pavers	B357/88	9.6.88
Boral Bricks (Qld) Limited (AWU)	B357/88	10.6.88
Brickworks Rochedale	B425/88	4.8.88
Clay Pave Pty Ltd.	B500/88	16.8.88
Boral Bricks (Qld) Limited (FEDFU)	B25/89	1.2.89

SCHEDULE 2

Enterprise Agreements pursuant to clause 2.1 of the Award

1.1 Austral Brick Co. Pty. Ltd. Enterprise Agreement

- (a) The following clause shall apply in lieu of clauses 6.1, 6.2, 6.3 and 6.4:

(1) *Day Workers* - The ordinary working hours for day work employees shall not exceed 8 in any one day or

38 in any one week and shall be worked, as mutually arranged between employer and employees, between 6.00 a.m. and 5.00 p.m. on Mondays to Fridays inclusive:

Provided that an altered range of hours can be worked by agreement with the District Secretary of The Australian Workers' Union of Employees, Queensland, or where relevant, with the Branch Secretary of the Federated Engine Drivers' and Firemens' Association of Australasia Queensland Branch, Union of Employees.

- (2) *Shift Workers* - The ordinary working hours of shift workers shall not exceed 8 hours in any one day and 38 hours in any week and shall be worked in accordance with rosters mutually agreed upon between the employer and the District Secretary of The Australian Workers' Union of Employees, Queensland or, where relevant, with the Branch Secretary of the Federated Engine Drivers' and Firemens' Association of Australasia Queensland Branch, Union of Employees:

Provided that where it is mutually agreed between the employer and the burners a 76 hour fortnight may be worked.

- (3) *Meal Break* - Day workers shall be allowed not less than thirty minutes nor more than one hour for a meal which shall be in the employee's time and shall be taken during the 4th and/or 5th hour from ordinary commencing time.

Where more than one shift per day is worked, an unbroken 30 minutes shall be allowed for crib in the employer's time during each shift in such a manner as not to interfere with the continuity of work.

- (4) *Rest Pause* - Every employee covered by this Award shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the 1st and 2nd half of the employee's daily work. Such rest pauses shall be taken at such time as will not interfere with the continuity of work where continuity is necessary:

Provided that employees, where required, shall forego their rest pause in the afternoon to ensure continuous production and shall be entitled to payment for the additional period so worked at the rate of time and a-half.

- (b) The following clause shall apply in lieu of clause 6.6 (Overtime):

- (1) All time worked before the ordinary starting time or after the ordinary ceasing time, or outside the ordinary working hours, or in excess of 38 hours per week, shall be deemed to be overtime.
- (2) All overtime, except as hereinafter provided shall be paid for at one and a-half times the ordinary rate for the first 3 hours and double time thereafter:

Provided that if employees are called upon to work overtime on Saturday they shall be paid at one and a-half times the ordinary rate for the first 3 hours and double time thereafter, with a minimum of 3 hours' work or payment therefore.

- (3) Overtime worked by shift workers shall be paid for at the rate of double time.
- (4) Except in the case of continuous shift workers for whom Sunday work is a rostered ordinary shift, all time worked on Sundays shall be deemed to be overtime and shall be paid for at the rate of double time, with a minimum of 3 hours' work or payment therefore.
- (5) Any employee who is required to continue working for more than one period of 2 hours after the ordinary ceasing time shall be allowed thirty minutes for a meal after the first 2 hours worked and also, thirty minutes after each further 4 hours worked. No deduction of pay shall be made for such meal breaks.
- (6) Any employee called upon to work overtime for more than 2 hours after the ordinary ceasing time shall be paid an allowance of \$9.60 for a meal, or shall be supplied by the employer with a reasonable meal in lieu of such payment, in respect of each meal break allowed during such overtime as provided for in clause 1.1(b)(5) hereof.
- (7) Where an employee has provided themselves with customary meals after receiving notice to work certain overtime the employee shall be paid the relevant meal allowance of \$9.60 for each meal so provided in the event that the overtime work is not performed or ceases before the notified time of conclusion of work where such time of conclusion would, but for the giving of prior notice, have involved payment of one or more meal allowances.
- (8) All time worked by employees during their ordinary meal period shall be paid for at the rate of double time.

Where an employee is called upon to work during their ordinary meal period the employee shall, if a day worker, be allowed a break in the employer's time of not less than thirty minutes nor more than one hour, or, if a shift worker, one-half hour break after the completion of such work.

Until such break is allowed the employee shall be paid at the rate set out herein.

- (9) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times shall, subject to clause 1.1(b)(9), be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of their employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until released from duty for such period and the employee shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that where an employee is recalled to work overtime and works not more than 2 hours' overtime, clause 1.1(b)(9) shall not apply.

The provisions of clause 1.1(b)(9) shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked :

- (i) for the purpose of changing shift rosters; or
- (ii) where a shift worker does not report for duty; or
- (iii) where a shift is worked by arrangement between the employees themselves.

- (c) Clause 10.2 (Washing Time) shall not apply.

1.2 Boral Bricks (Qld) Limited

- (1) *Application* - The conditions of this Agreement shall over-ride any conflicting provisions contained in the body of the Award.

Except if expressly or impliedly amended or superseded by this Agreement, the Award shall have application.

- (2) *Hours of Duty* - The spread of ordinary hours shall be 5.00 a.m. to 5.00 p.m., Monday to Friday:

Provided that ordinary hours may be worked by shiftworkers on Saturdays and Sunday by agreement.

The number of ordinary hours worked per day shall not exceed 10:

Provided that where such ordinary hours exceed 8, the working of such hours shall be by agreement between the employer and the majority of employees concerned:

Provided further that, by agreement between the employer, the employees and the Union, up to 12 ordinary hours may be worked per day, subject to:

- (a) 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;
- (b) proper health monitoring procedures being introduced;
- (c) suitable roster arrangements being made; and
- (d) proper supervision being provided.

The ordinary hours shall be an average of 38 per week, to be worked on one of the following ways:

- (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (iv) 152 hours within a work cycle not exceeding 28 consecutive days.

- (3) *Shift Work and Penalties* - Any employee whose ordinary hours fall wholly or mainly outside the hours prescribed by subclause (2) of this Agreement shall be deemed to be shift workers and paid an allowance as prescribed by clause 6.7 (Shift Work) of the Award.

The shift allowance prescribed by clause 1.2(3) shall only have application where the employee is required to work such hours, and shall be paid per occasion.

Except in the case of continuous shift workers where an employees ordinary hours fall on a Saturday or Sunday for part of a shift only, such employee shall be paid at the rate of time and one-quarter for all hours so worked.

- (4) *Leave Entitlements* - Existing annual and sick leave entitlements shall be converted to hours on the basis of 60.8 hours per annum in the case of sick leave and 152 hours and 180 hours (in the case of continuous shift workers) in the case of annual leave.
- (5) *Payment for day in case of paid leave* - Where an employee is on paid leave, approved by the employer, payment for the day or days of such leave shall be for the number of ordinary hours the employee was rostered to work had such employee attended work.
- (6) *Public Holidays* - Where a public holiday falls on a day upon which an employee was rostered to work and that employee is not required to work on such public holiday, the employee shall be paid for the number of ordinary hours the employee was rostered to work had such employee attended work.

Where an employee performs work on a public holiday, overtime rates shall be paid for the work performed.

Where a public holiday falls on an employees rostered day off (other than a Saturday or Sunday) such employee shall be paid 7.6 hours for the public holiday.

- (7) *Overtime* - All time worked outside of, or in excess of the employees roster, shall be deemed to be overtime and paid accordingly.

Any employee who is required to continue working for more than 2 hours after the ordinary ceasing time shall be allowed thirty minutes for a rest after the first 2 hours worked and, also, thirty minutes after each further 4 hours worked. No deduction of pay shall be made for such rest breaks:

Provided that the meal allowance prescribed by clause 6.6 (Overtime) shall only have application after 2 hours' overtime past ordinary ceasing time.

- (8) *Introduction of 38 Hour Week* - The introduction of a 38 hour week shall be on the basis of an agreement between the parties recorded in writing and subject to on-going review including a 6 month trial.

1.3 PGH Clay Bricks and Pavers Enterprise Agreement

- (a) The following clause 1.3(1) shall apply in lieu of clauses 6.1, 6.2, 6.3 and 6.4:

Hours

- (1) *Day Workers* - The ordinary working hours for day workers shall be an average of 38 per week between 6.00 a.m. - 5.00 p.m. on Monday - Friday to be worked on one of the following ways:
- (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.

The ordinary hours of work shall be by "mutual agreement".

- (2) *Shift Workers* - The ordinary working hours of shift workers shall be an average of 38 hours per week, to be worked on one of the following ways:
- (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or

- (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (iv) 152 hours within a work cycle not exceeding 28 consecutive days.

The ordinary hours of work shall be by "mutual agreement".

- (3) The following clause 1.3(3) shall apply in lieu of clause 7.3 (Absenteeism Control Measures):

Absenteeism Control Measures - Absenteeism control measures appropriate to the needs of the enterprise shall be developed through a consultative process and implemented by "mutual agreement".

- (4) Definitions - "Mutual Agreement" means agreement between the employer and the Branch Secretary of The Australian Workers' Union of Employees, Queensland recorded in writing.
- (5) *Leave Entitlements* - Existing annual and sick leave entitlements shall be converted to hours on the basis of 60.8 hours per annum in the case of sick leave and 152 hours and 190 hours (in the case of continuous shift workers) in the case of annual leave.
- (6) *Overtime* - All time worked outside of, or in excess of the employees roster, shall be deemed to be overtime and paid accordingly.

Dated 18 December 2002.

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

Operative Date: 17 February 2003