

CITATION: *Baking Industry Carters' Award - Southern Division 2003*  
*Reprint of Award - 1 November 2010*  
<<http://www.qirc.qld.gov.au>>

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**BAKING INDUSTRY CARTERS' AWARD - SOUTHERN DIVISION 2003**

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

Dated 1 November 2010.

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

**BAKING INDUSTRY CARTERS' AWARD - SOUTHERN DIVISION 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Baking Industry Carters' Award - Southern Division 2003.

**1.2 Arrangement**

Subject Matter	Clause No.
<b>PART 1 - APPLICATION AND OPERATION</b>	
Title	1.1
Arrangement	1.2
Application of Award	1.3
Date of operation	1.4
Parties bound	1.5
Definitions	1.6
<b>PART 2 - FLEXIBILITY</b>	
Enterprise flexibility	2.1
<b>PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION</b>	
Grievance and dispute settling procedures	3.1
<b>PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS</b>	
Employment categories	4.1
Part-time employment	4.2
Casual employment	4.3
Shortage of money or goods	4.4
Incidental and peripheral tasks	4.5
Anti-discrimination	4.6
Termination of employment	4.7
Introduction of changes	4.8
Redundancy	4.9
Continuity of service - transfer of calling	4.10

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

Wages	5.1
Allowances	5.2
Two or more classes of work	5.3
Pay day	5.4

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

Hours of work	6.1
Starting and ceasing times	6.2
Overtime	6.3
Meal break	6.4
Rest pauses	6.5

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

Annual leave	7.1
Picnic day	7.2
Sick leave	7.3
Long service leave	7.4
Bereavement leave	7.5
Family leave	7.6
Public holidays	7.7
Jury service	7.8

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

No provisions inserted in this Award relevant to this Part.

**PART 9 - TRAINING AND RELATED MATTERS**

Training	9.1
Training rates	9.2

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

Wet weather and protective clothing	10.1
Uniforms	10.2
Meals and housing	10.3

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

Right of entry	11.1
Time and wages record	11.2
Union encouragement	11.3
Notice board	11.4
Award to be posted	11.5

2nd tier Agreements	Schedule 1
---------------------	------------

**1.3 Application of Award**

This Award shall apply to all persons employed in the callings of Bakers' Carters and to all other employees hereinafter defined for whom classifications and rates of pay are prescribed in clause 5.1 within the Southern Division of the State as hereinafter defined.

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

**1.4 Date of operation**

This Award takes effect from 12 May 2003.

## **1.5 Parties bound**

This Award is legally binding upon the employees as prescribed by clause 1.3 and their employers, and the Transport Workers' Union of Australia, Union of Employees (Queensland Branch) and its members.

## **1.6 Definitions**

- 1.6.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.6.2 "Adult" shall mean any employee 20 years of age and over.
- 1.6.3 "Bakers' Carter" includes all drivers of motor or other mechanically propelled vehicles used by a bread, pastry or pie manufacturer for the delivery of such merchandise to retail or wholesale buyers.
- 1.6.4 "Bakers Carter's Assistant" shall mean an employee who assists a baker's carter in any capacity with their work.
- 1.6.5 "Bulk Carter" shall mean an employee of a bread manufacturer who is employed as a driver of vehicles whose carrying capacity is registered at no less than 3 tonnes carrying bulk supplies of bread and allied products from the place of manufacture to the employer's bulk depots.
- 1.6.6 "Commission" means the Queensland Industrial Relations Commission.
- 1.6.7 "Eastern District of the Southern Division" means and includes that portion of the Southern Division along or east of a line commencing at the junction of the Southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to 22 degrees of south latitude; and then by that parallel of latitude due east to the sea-coast.
- 1.6.8 "Junior" shall mean any employee under 20 years of age.
- 1.6.9 "Relieving Carter" shall mean an employee of a bread, pastry or pie manufacturer who is employed to replace other drivers in their absence from duty, and who shall perform other duties connected with bread delivery and merchandising as required.
- 1.6.10 "Southern Division of the State" means and includes all that part of the State south of a line commencing at the junction of the sea-coast with 22 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of each longitude; then by that meridian of longitude south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude west to the western border of the State.
- 1.6.11 "Supervisor" shall mean an employee in charge of the working of the rounds and who generally supervises the work of other employees.
- 1.6.12 "Western District of the Southern Division" means and includes the remainder of the Southern Division.
- 1.6.13 "Union" means the Transport Workers' Union of Australia, Union of Employees (Queensland Branch).

## **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 procedures**

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 Employment categories**

- 4.1.1 Employees (other than casual employees) covered by this Award shall be advised in writing of their employment category upon appointment. Employment categories are:
  - (a) Full-time;
  - (b) Part-time (as prescribed in clause 4.2); and
  - (c) Casual (as prescribed in clause 4.3).

### **4.2 Part-time employment**

- 4.2.1 A part-time employee is an employee who:
  - (a) is employed for a minimum of 3 hours per week and for less than 40 ordinary hours per week; and
  - (b) has reasonably predictable hours of work; and

(c) receives, on a proportionate basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

- 4.2.2 At the time of engagement, the employer and the employee are to agree in writing on the number of ordinary hours per week and the normal rostering arrangements.
- 4.2.3 The agreed number of ordinary hours per week may only be varied by mutual agreement. Any such agreed variation to the number of weekly hours of work will be recorded in writing.
- 4.2.4 A part-time employee must be given at least 2 days' notice of change in the employees rostered starting time, or a lesser amount by mutual agreement.
- 4.2.5 An employer is required to roster a part-time employee for a minimum of 3 consecutive hours on any day or shift.
- 4.2.6 Overtime is payable to part-time employees who work beyond their normal starting and ceasing times or beyond ordinary working hours
- 4.2.7 A part-time employee must be paid for ordinary hours worked at the rate of 1/40th of the weekly rate prescribed in clause 5.1 for the class of work performed.
- 4.2.8 Where a public holiday falls on a day upon which a part-time employee is normally engaged, that employee shall be paid their ordinary time rate of pay for the number of hours normally worked on that day.
- 4.2.9 All other provisions of this Award relevant to full-time employees shall apply to part-time employees.

### **4.3 Casual employment**

- 4.3.1 A casual employee means any person engaged for not more than 3 consecutive days.
- 4.3.2 A casual employee shall be entitled to payment at the rate of 23% in addition to the appropriate hourly rate ascertained by dividing the appropriate weekly rate by the number of ordinary weekly hours.
- 4.3.3 A casual employee shall be notified at the end of the day if their services are not required next day; failing such notice the employee shall be paid one day's pay.
- 4.3.4 If a casual employee is employed for not more than 4 hours on any one day, the employee shall be paid the casual rates for the actual time worked with a minimum of 2 hours.
- 4.3.5 A casual hand shall have the same starting and finishing times as a weekly hand in accordance with clause 6.2, and shall not, on any one day, work a greater number of hours than a full-time employee works on that day in accordance with clause 6.2.

### **4.4 Shortage of money or goods**

- 4.4.1 An employee shall not be required to make good any shortage of money or goods unless they are notified of such shortage within 48 hours after the day on which it is said to have occurred and the employee has been given an opportunity of checking same. Saturdays, Sundays, and holidays are not to be reckoned in the said period of 48 hours.
- 4.4.2 Any amounts over in money or goods shall be credited to the employee and shall be available to meet subsequent shortages.

### **4.5 Incidental and peripheral tasks**

- 4.5.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 4.5.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
- 4.5.3 Any direction issued by an employer pursuant to clauses 4.5.1 and 4.5.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **4.6 Anti-discrimination**

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

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

4.6.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, 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*;
- (b) an employee, employer or registered organization, 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 weekly employees shall be one week.

If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.7.2(d) for a period of notice of one week.

4.7.4 Should any employee whose engagement has exceeded 2 months be discharged or dismissed from employment, other than on account of dishonesty, disobedience, or drunkenness within 14 days of Christmas Day, the employee shall be paid for Christmas Day, Boxing Day and New Year's Day at ordinary rates, and if so dismissed within 14 days of Good Friday, the employee shall be paid for Good Friday and Easter Monday at ordinary rates.

4.7.5 Annual leave will not be used to provide the notice prescribed in clauses 4.7.2 and 4.7.3 unless mutually agreed.

### **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.
- (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 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, 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 has made a definite decision 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.
- (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, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees

likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

#### 4.9.2 *Transfer to lower paid duties*

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

#### 4.9.3 *Transmission of business*

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

#### 4.9.4 *Time off during notice period*

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

#### 4.9.5 *Notice to Centrelink*

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

#### 4.9.6 *Severance pay*

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

Period of Continuous Service

Severance Pay  
(weeks' pay)

Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

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

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

#### 4.9.7 *Superannuation benefits*

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

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

#### 4.9.8 *Employee leaving during notice*

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

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

#### 4.9.9 *Alternative employment*

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

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

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

#### 4.9.11 *Employees exempted*

Clause 4.9 shall not apply:

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

#### 4.9.12 *Employers exempted*

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

over the previous 12 months.

(b) A 'company' shall be defined as:

- (i) a company and the entities it controls; or
- (ii) a company and its related company or related companies; or
- (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.9.13 *Exemption where transmission of business*

(a) The provisions of clause 4.9.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:

- (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
- (ii) where the employee rejects an offer of employment with the transmittee:
  - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
  - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

(b) The Commission may amend clause 4.9.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.9.14 *Incapacity to pay*

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

### **4.10 Continuity of service - transfer of calling**

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

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

### **5.1 Wages**

5.1.1 The following classifications will be applied to employees engaged principally in the transport of baking industry products:

Bakers Carter and Bulk Carter

Grade 1        86%

Motor drivers' assistant

Grade 2        90%

Driving a vehicle not exceeding 4.5 tonne G.V.M. (Gross Vehicle Mass) and drivers of sedans, station wagons, motor cycles, other vehicles not mentioned elsewhere in clause 5.1.1 which do not have a G.V.M. stated in a certificate of registration.

Grade 3        92%

Driving a 2 axle rigid vehicle or any other rigid vehicle exceeding 4.5 tonnes G.V.M., but not exceeding 13.9 tonnes G.V.M.

Grade 4        94%

Driving a rigid vehicle exceeding 13.9 tonnes G.V.M.

Grade 5 96%

Driving a rigid vehicle with 4 or more axles and a G.V.M. exceeding 13.9 tonnes. Driving a rigid vehicle and heavy trailer combination with 3 axles and a G.C.M. of 22.4 tonnes or less. Driving an articulated vehicle with 3 axles and a G.C.M. of 22.4 tonnes or less.

Grade 6 98%

Driving a rigid truck and heavy trailer combination or an articulated vehicle with more than 3 axles and a G.C.M. greater than 22.4 tonnes.

Grade 7 100%

Driving a double articulated vehicle up to and including 53.4 tonnes G.C.M. - including B-Doubles.

Grade 8 Supervisor (bulk transport employees only)

	Award rate per week
	\$
Grade 1	622.00
Grade 2	637.30
Grade 3	645.00
Grade 4	656.50
Grade 5	664.10
Grade 6	671.80
Grade 7	681.50
Grade 8	681.50

#### 5.1.2 Foreman drivers

The minimum weekly wage to be paid to the following classes of employees of pastrycooks and caterers (including pie carters) shall be:

	Award rate per week
	\$
Level 1	645.00
Level 2	656.50
Level 3	664.10
Level 4	671.80
Level 5	681.50

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

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

#### 5.1.3 Juniors

The wage rates for such Juniors shall be calculated as follows:

	Percentage of Bakers Carters Assistants' rate - clause 5.1.1 (Calculated to nearest 5 cents)
	%
Under 18 years of age	55
Under 19 years of age	65
Under 20 years of age and thereafter the Adult wage.	80

## 5.2 Allowances

5.2.1 *Handling money* - Employees who are required to handle money shall be paid the following rates in addition to the rates set out in this Award:

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
5.2.1	\$ 1.00 3.00 4.90 7.40 10.00 11.20 12.90 14.70	\$ 1.00 3.20 5.20 7.80 10.50 11.80 13.60 15.60

Bulk Carters required to commence their ordinary hours of work on any day between the hours of 4.01 p.m. and 4.00 a.m. on the succeeding day, shall be paid allowance equal to 100% of the Commission standard afternoon and night shift allowance, per occasion, in addition to their ordinary wage rates.

5.2.2 *Supervisors - allowances, early starts*

Supervisors shall be paid the following percentages of Commission standard afternoon and night shift allowance in addition to their ordinary wage rates, for commencing their ordinary hours of work per occasion between:

	Percentage
12.01 a.m. and 4.00 a.m.	% 40
10.01 a.m. and 12.00 midnight	60
8.01 p.m. and 10.00 p.m.	80
4.01 p.m. and 8.00 p.m.	100

5.2.3 *Western allowance*

All Adult employees in the Western District of the Southern Division shall be paid \$1.05 per week above the rates set out in clause 5.1.1 and 5.1.2. All Juniors employed in the said Western District shall be paid 53 cents per week above the rates set out in clause 5.1.3, and all casual employees employed in the said Western District shall be paid 3.333 cents an hour above the rate set out in clause 4.3.

5.2.4 *Vehicle accommodation*

Employees providing accommodation for a vehicle shall be paid 99c per week by way of allowance in addition to the rates prescribed above.

## 5.3 Two or more classes of work

An employee who is required to perform work on any day for which a higher rate of pay is prescribed in clause 5.1 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.

## 5.4 Pay day

Wages will be paid at the option of the employer, either by cash or electronic fund transfer into an account nominated by the employee into a bank, building society or credit union.

If wages are paid in cash, they will be paid in the employer's time and any employee who is not paid within 15 minutes from the time specified, will be deemed to be working during the time the employee is kept waiting:

Provided that clause 5.4 will not apply under circumstances beyond the control of the employer.

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

### 6.1 Hours of work

6.1.1 The ordinary working hours for employees shall not exceed 40 in any one week.

6.1.2 *Relieving carters, bakers' carters and assistants*

The ordinary working hours for Relieving Carters, Baker's Carters and Bakers Carters' Assistants shall be worked as follows:

- (a) In the local authority areas of the cities of the Gold Coast, Bundaberg, Gympie and Gladstone, the town of Hervey Bay, the coastal townships for Caloundra to Noosa in the area known as the Sunshine Coast and the townships of Boonah, Nambour, Cooroy and Yeppoon -

Not exceeding 8 hours per day between the hours of 2.00 a.m. and 4.00 p.m. on Mondays, Tuesdays, Wednesdays, Fridays, and Saturdays:

Provided that, upon notifying the Union in writing an employer may elect to adopt the ordinary hours of work prescribed in clause 6.1.2(b) and, in which case, such hours shall continue to be adhered to thereafter.

- (b) Elsewhere:

Not exceeding 8 hours per day between the hours of 2.00 a.m. and 4.00 p.m. Mondays to Fridays, inclusive.

- (c) *Loading vehicles* - Notwithstanding the provisions of clauses 6.1.2(a) and 6.1.2(b), Bakers Carters' Assistants engaged in loading bread into bread delivery vehicles may be required to commence their ordinary hours of work not more than 2 hours earlier than the commencing times as prescribed by clauses 6.1.2(a) and (b), in which event an "early start allowance" equal to 20% of the Commission standard afternoon and night shift allowance, shall be paid in addition to all other amounts due to such employees.

6.1.3 *Bulk Carters - supervisors*

The ordinary working hours of Bulk Carters and Supervisors shall not exceed 8 hours per day, to be worked as follows:

- (a) In the areas mentioned in clause 6.1.2(a) on Mondays, Tuesdays, Wednesdays, Fridays, and Saturdays; and  
(b) Elsewhere, on Mondays to Fridays, inclusive.

6.1.4 *Double deliveries*

Notwithstanding the provisions of clauses 6.1.2(a) and (b), employers who, in respect to their employees, are subject to the provisions of clauses 6.1.2(a) and (b), may arrange with any employee or employees to work at ordinary rates for not more than 10 hours on any day on which more than one day's supply of bread is to be delivered:

Provided that the remaining provisions of clause 6.1 shall continue to apply:

Provided further that for each week during which an employee is required to work in accordance with clause 6.1.4, such employee shall be paid an allowance calculated at the rate of 6% of a Bakers Carter's base weekly rate, in addition to all other amounts payable to the employee.

6.1.5 *Pastrycooks' carters*

The ordinary working hours for employees of pastrycooks and caterers shall be worked between the hours of 6.00 a.m. and 6.00 p.m. on 5 days of the week, and between the hours of 6.00 a.m. and 12 noon on the day of the weekly half holiday, and shall not exceed 8 hours on any one day and 4 hours on the day of the weekly half-holiday.

In any week in which a holiday occurs the working hours shall be reduced by 8, except where such holiday falls on the day of the weekly half holiday, when the ordinary working hours shall be reduced by 4:

Provided that in accordance with Industrial Agreement No. A67 of 1948 the ordinary weekly hours of employees of David Webster and Sons Pty. Ltd., may be worked on Mondays to Fridays between the hours of 8.30 a.m. and 5 p.m. with one-half hour each day for a meal:

Provided further that in the case of employees of pastrycooks and caterers, the existing customs as to the weekly half-holiday or weekly whole holiday shall continue; the same to be mutually arranged between employers and employees. The day on which such weekly half holiday or weekly whole holiday is taken shall not be altered except upon the employer giving the particular employee one month's notice:

Provided further that the weekly half holiday of employees of pastrycooks and caterers in the Factories and Shops District of Rockhampton shall be observed on Saturday in each week from 1 p.m.

6.1.6 *Pie carters* - Drivers of pie carts exclusively so employed may be worked between the hours of 8.00 a.m. and 12 midnight on 5 days of the week and 7.00 a.m. and 12 noon on one day in each week, such day to be mutually arranged between the employer and employee.

## **6.2 Starting and ceasing times**

6.2.1 The employer shall fix regular starting times for each employee for each day of the week:

Provided that where an employer desires to vary or change the regular starting times of an employee or employees, the employer may do so on giving 2 days' notice of such variation of change to the particular employee or employees concerned.

6.2.2 The employee's time shall be counted as from the time of entering the yard or depot to the time of leaving the yard or depot on completion of work and shall be reckoned continuously except for a meal break of not less than one half hour nor more than one hour.

## **6.3 Overtime**

6.3.1 All time worked by employees before the fixed starting time or after the fixed ceasing time, or in excess of the daily or weekly hours set out in clause 6.1, shall be deemed overtime.

6.3.2 Except hereinafter provided, overtime shall be paid for at the rate of time and a-half for the first 3 hours on any one day and double time thereafter.

6.3.3 All overtime worked on Sundays shall be paid for at the rate of double time. When an employee who is directed to do so reports for overtime work on a Sunday the employee shall be paid for at least 4 hours or until their normal starting time, whichever is the earlier, at the rate of double time.

6.3.4 Subject to clause 6.3.3, full-time and part-time employees required to work on their day off shall be paid a minimum of 4 hours at the rate of time and a-half.

6.3.5 *Rest period after overtime*

(a) An employee who works so much overtime between the termination of that employee's ordinary work on one day and the commencement of the employee's 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 6.3.5, 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.

(b) If on the instructions of the 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. 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.

6.3.6 For the purpose of clause 6.3, where the rate of wages is a weekly one "double time" shall mean one day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

6.3.7 The employer may require an employee to work reasonable overtime provided that wherever practical an employer shall share the overtime amongst the employees qualified to perform the work.

## **6.4 Meal break**

6.4.1 All employees shall be allowed a break of not less than one-half hour or more than one hour for a meal between the fourth and sixth hour from the time of commencement of work.

6.4.2 Where an employee is required to work for more than 2 hours on any day beyond their ordinary finishing time, the employee shall be allowed a break of one-half hour for a meal and shall be paid the sum of \$9.60 extra as meal money in addition to overtime rates. If the employee works more than 4 hours' overtime, the employee shall be allowed another break of half an hour and a further allowance of \$9.60 for a meal.

6.4.3 Subject to clause 6.4.4, meal breaks shall not be regarded as time worked.

6.4.4 All work performed at the direction of the employer during any meal break shall be paid for at the rate of double time.

## **6.5 Rest pauses**

- 6.5.1 A full-time employee will be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of their daily work. No deduction of pay will be made for each rest pause so taken.
- 6.5.2 A casual employee and part-time employee engaged continuously for a period of 4 hours will be entitled to a rest pause of 10 minutes' duration in the employer's time. A casual employee who is engaged for a period of more than 4 hours, but not exceeding 8 hours, will be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the engagement.
- 6.5.3 Rest pauses will be taken at such times as will not interfere with continuity of work where continuity is necessary.
- 6.5.4 Where there is agreement between the employer and the majority of employees concerned the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods.

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

### **7.1 Annual leave**

- 7.1.1 Every employee (other than a casual employee) shall at the end of each year of their employment be entitled to not less than 4 weeks' annual leave on full pay.
- 7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.6) shall be paid for by the employer in advance:
- (a) In the case of any and every employee in receipt immediately prior to that leave of ordinary wages at a rate in excess of the ordinary rate payable, at that excess rate; and
  - (b) In every other case, at the ordinary time rate of pay payable under clause 5.1 to the employee concerned immediately prior to that leave.
- 7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.6, for any untaken annual leave and also their ordinary time rate of pay for any public holiday occurring during such period of untaken annual leave.
- 7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/12th of their pay for the period of their employment, calculated in accordance with clause 7.1.6.
- 7.1.5 Unless the employee shall otherwise agree, the employer shall give the employee at least 14 days' notice of the date from which such employee's annual leave shall be taken.

#### *7.1.6 Calculation of annual leave pay*

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

- (a) *All employees* - Subject to the provisions of clause 7.1.6(b), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
    - (i) The employee's ordinary wage rate as prescribed in clause 5.1 for the period of the annual leave (excluding weekend penalty rates); and
    - (ii) A further amount calculated at the rate of 17.5% of the amount referred to in clause 7.1.6(a)(i).
  - (b) Clause 7.1.6(a) does not apply to:
    - (i) any period or periods of annual leave exceeding 4 weeks; and
    - (ii) employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.
- 7.1.7 Annual leave shall be taken within 3 months after completion of 12 months' service and the employer shall give

not less than 2 week's notice to the employee to take such leave.

## **7.2 Picnic day**

Employees within the Local Authority Areas of Brisbane, Toowoomba, and Rockhampton subject to this Award, except caterers and pie vendors' carters, shall have a holiday for the purpose of holding their annual picnic, and such holiday shall be the second Wednesday of October in each year, and no work shall be done by these employees on that day.

Provided that this day may be substituted for another day by agreement in writing between the Baking Industry Association of Queensland - Union of Employers and the Union having due regard to the day observed as picnic day by the majority of employees in any establishment.

## **7.3 Sick leave**

### *7.3.1 Entitlement*

- (a) Every employee, except casuals, is entitled to 8 days' sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of one day's sick leave after each 6 weeks of employment to a maximum of 8 days in any one year.
- (c) Part-time employees accrue sick leave on a proportional basis.
- (d) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if the employee were not absent on sick leave.
- (e) Sick leave may be taken for part of a day.
- (f) 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.

### *7.3.2 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.

### *7.3.3 Evidence supporting a claim*

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

### *7.3.4 Accumulated sick leave*

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

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

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

### *7.3.5 Workers' compensation*

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

## **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 Bereavement leave**

### *7.5.1 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.

### *7.5.2 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 7.5.2.

### *7.5.3 "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.

### *7.5.4 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.

## **7.6 Family leave**

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

### *7.6.1 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.

### *7.6.2 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.

## **7.7 Public holidays**

### *7.7.1 All work done by any employee on:*

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

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

#### 7.7.2 *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.

#### 7.7.3 *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.

#### 7.7.4 *Double time and a-half*

For the purposes of clause 7.7 "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.

#### 7.7.5 *Stand down*

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

7.7.6 Where an employee who has been in the employment of an employer for at least 8 weeks, is discharged or dismissed from their employment, other than on account of dishonesty, drunkenness or disobedience, within 14 days of Good Friday, is subsequently re-employed within 14 days of Good Friday, by the same employer, the employee shall be entitled to be paid for Good Friday, Easter Saturday (if Easter Saturday would otherwise be a normal working day) and Easter Monday at ordinary rates.

### **7.8 Jury service**

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

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

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

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

### **9.1 Training**

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

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

### **9.2 Training rates**

No deduction shall be made from wages when an employee is learning the round.

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

### **10.1 Wet weather and protective clothing**

10.1.1 Employees required to work in the rain shall be paid an allowance of \$1.31 per week to provide themselves with protective clothing.

10.1.2 The employer shall supply overalls and rubber gloves to employees required to wash and clean a vehicle.

### **10.2 Uniforms**

When employees are directed by the employer to wear a distinctive type of clothing and/or uniform in connection with their work then such distinctive clothing and/or uniform shall be supplied by the employer free of cost to the employee.

### **10.3 Meals and housing**

The employer shall not make any deduction from wages for meals or housing supplied to an employee.

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

### **Preamble**

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

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

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

#### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
  - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.

- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

#### 11.1.3 *Inspection of records*

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

#### 11.1.4 *Discussions with employees*

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

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

#### 11.1.5 *Conduct*

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

### **11.2 Time and wages record**

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

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

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;

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

11.2.3 The employer must keep the record for 6 years.

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

### **11.3 Union encouragement**

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

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

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

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

#### *11.3.2 Union delegates*

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

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

#### *11.3.3 Deduction of union fees*

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

### **11.4 Notice board**

Each employer shall provide a notice board at the premises that may be used for the display of authorised Union notices.

### **11.5 Award to be posted**

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

### **Schedule 1 - List of employers with 2nd tier Orders which to varying degrees modify the provisions of this Award**

Name	Case No.	Date of Order
Tip Top Bakeries, Queensland	B810/88	14.10.88

Dated 13 March 2003.

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

Operative Date: 12 May 2003