

CITATION: *Baking Industry Award - Southern & Mackay Divisions 2003*  
*Reprint of Award - 10 December 2009*  
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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**BAKING INDUSTRY AWARD - SOUTHERN AND MACKAY DIVISIONS 2003**

Pursuant to s. 698 of the *Industrial Relations Act 1999*, the Baking Industry Award - Southern & Mackay Divisions 2003 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Baking Industry Award - Southern & Mackay Divisions 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill  
Industrial Registrar

**BAKING INDUSTRY AWARD - SOUTHERN AND MACKAY DIVISIONS 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Baking Industry Award - Southern & Mackay Divisions 2003.

**1.2 Arrangement**

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### **1.3 Award coverage**

This Award will apply to employees principally engaged in or in connection with the baking and/or pastrygoods industries. This includes the manufacturing, processing, packaging and handling of bread, dough and pastrygoods products including the value-adding to any bread, dough or pastry product in the Southern & Mackay Divisions whose rates of pay are prescribed by this Award and to their employers:

Provided that this Award shall not apply to employers covered by:

- Hospitality Industry - Restaurant, Catering and Allied Establishments Award - South-Eastern Division 2003
- Retail Take-Away Food Award - South Eastern Division 2003
- Fast Food Industry Award - South-Eastern Division 2003
- Baking and Pastrycooking (Retail Stores) Award - Southern and Mackay Divisions 2003

- Contract Catering and Industrial Services Award - South-Eastern District
- Biscuit Manufacturing Industry Award - State 2003
- Baking Industry Carters' Award - Southern Division 2003.

## **1.4 Area of operation**

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

### *1.4.1 Divisions:*

Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement and including all islands situated between the 21st and 22nd parallels of south latitude and within the state of Queensland.

Southern Division - That portion 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 east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.

### *1.4.2 Districts:*

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

Western District - The remainder of the Southern Division.

## **1.5 Date of operation**

This Award takes effect from 14 April 2003.

## **1.6 Definitions**

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

1.6.2 "Commission" means the Queensland Industrial Relations Commission.

1.6.3 "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees

## **1.7 Parties bound**

This Award is legally binding upon the employees as prescribed by clause 1.3 and their employers, and the Union and its members.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

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

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

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

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Grievance and dispute settling procedure**

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

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of 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.

### **3.2 Consultation**

- 3.2.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industry covered by this Award and to enhance the career opportunities and job security of employees in such industry.
- 3.2.2 At each plant or enterprise, an employer, the employees and their relevant Union commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or the Union for consideration consistent with the objectives of clause 3.2.1 will be processed through that consultative mechanism and procedures.

## **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 (as prescribed in clause 4.1.2);
- (b) Part-time (as prescribed in clause 4.2); and
- (c) Casual (as prescribed in clause 4.3).

#### 4.1.2 *Full-time employment*

Employees other than casual or part-time employees will be deemed to be permanent full-time employees and entitled to all of the benefits provided by this Award.

### **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 38 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 24 hours' notice of change in the employees rostered starting time, except where the alteration is brought about by an emergency.

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 1/38th 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 Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa, on a permanent basis or for a specified period of time. If an employee transfers from full-time to part-time (or vice-versa) all accrued award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

4.2.10 All other provisions of this Award relevant to full-time employees shall apply to part-time employees.

### **4.3 Casual employment**

4.3.1 Casual employees will be paid at the rate of 1/38th of the weekly rate prescribed for the classification plus 23% loading. Where the rates prescribed by this Award are time and one-half, time and three-quarters, double time and double time and a-half, casual employees will be paid at the rate of 173%, 198%, 223% and 273% of the relevant full-time rate respectively.

4.3.2 Casual employees will be engaged for a minimum of 2 hours per engagement or receive a minimum payment of 2 hours per engagement.

### **4.4 Apprentices and trainees**

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

### **4.5 Anti-discrimination**

4.5.1 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.

4.5.2 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.

4.5.3 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.

4.5.4 Nothing in clause 4.5 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.

## 4.6 Termination of employment

### 4.6.1 *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.

### 4.6.2 *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.

#### 4.6.3 *Notice of termination by employee*

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

4.6.4 Annual leave shall not be used to provide the notice prescribed in clauses 4.6.2 and 4.6.3, unless otherwise mutually agreed.

#### 4.6.5 *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.

### **4.7 Introduction of changes**

#### 4.7.1 *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.

#### 4.7.2 *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 4.7.1.
- (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.

### **4.8 Redundancy**

#### 4.8.1 *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 4.8.1(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.

#### 4.8.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.8.1 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 4.6.
- (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.

#### 4.8.3 *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 4.8.3, '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.

#### 4.8.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.8.1, 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.

#### 4.8.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.8.1, 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.

#### 4.8.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.6.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.8.1(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.

#### 4.8.7 *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.

#### 4.8.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.8.1(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.

#### 4.8.9 *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.

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

Clause 4.8 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.

#### 4.8.11 *Employees exempted*

Clause 4.8 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.

#### 4.8.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.8 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.

#### 4.8.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.8.6 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 4.8.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.8.14 *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.

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

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

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

### **5.1 Wages**

5.1.1 The minimum rates of wages payable at the following classifications will be:

Classification and relativity	Award rate per week \$
Baking industry employee Level 1: (78 %)	568.20
Baking industry employee Level 2: (82 %)	584.90
Baking industry employee Level 3: (88 %)	609.90
Baking industry employee Level 4: (92 %)	626.60
Baking industry employee Level 5: (100 %)	662.00
Baking industry employee Level 6: (105 %)	682.90

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay

received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

#### 5.1.2 *Excess payments*

For bread room staff previously employed under the Bread Manufacturing Award - Southern Division immediately prior to 24 September 1992 who may be classified into Level 2, there is to be added an excess payment of \$10.70 per week to the rates prescribed therein for such Level 2 employees. Such payment is to be fixed and not subject to adjustment.

#### 5.1.3 *Junior employees*

	Percentage
Under 16 years of age	45%
16 and under 17 years of age	50%
17 and under 18 years of age	55%
18 years and over - at the appropriate rate as prescribed in clause 5.1.1.	

Junior rates shall be calculated in multiples of ten cents with any result of five cents or more being taken to the next highest ten cent multiple.

### 5.2 **Allowances**

#### 5.2.1 *Divisional allowance*

All employees employed in the Mackay Division will be paid 90c per week, in addition to the rates of wages in clause 5.1.

#### 5.2.2 *District allowance*

All employees employed in the Western District of the Southern Division will be paid \$1.05 per week, in addition to the rates of wages in clause 5.1.

#### 5.2.3 *Night work allowance*

- (a) All employees whose ordinary hours of work fall within the period from 5.00 p.m. to 6.00 a.m., midnight Sunday to midnight Friday, will receive in addition to all other entitlements, an allowance of 20% of the employees' hourly rate for each hour so worked within the said period.
- (b) The rates payable in pursuance of clause 5.2.3 will be taken into account for the purposes of the payment of annual leave and sick leave.

#### 5.2.4 *Meal allowance*

Any employee who is required to continue working for more than 2 hours beyond their ordinary ceasing time will be provided with an adequate meal by the employer or paid an amount of \$9.60 in lieu thereof:

Provided that where an employee has provided a meal because of receipt of notice to work overtime and such overtime is not worked, the employee will be paid \$9.60 for any meal so provided.

### 5.3 **Definitions**

#### 5.3.1 *Baking industry employee - Level 1 (Relativity to L5 - 78%)*

General - Will mean an employee who is:

- (a) undertaking induction training (up to a maximum of 3 months) including -
  - (i) Conditions of employment;

- (ii) Introduction to other personnel;
- (iii) Basic occupational health and safety;
- (iv) Basic food industry hygiene;
- (v) Basic quality assurance procedures.

(b) undertaking workplace training to be able to competently perform work at a higher level.

Duties - An employee at this level performs routine duties essentially of a manual nature and to the level of their training:

- (a) Exercises minimal judgement;
- (b) Works under direct supervision or instruction;
- (c) Works within safe working procedures;
- (d) Applies basic quality assurance procedures.

Typical skills and/or qualifications

- (a) Ability to understand and carry out simple verbal instructions;
- (b) Minimal literacy and numeracy skills;
- (c) Physical capacity to perform duties.

#### 5.3.2 *Baking industry employee - Level 2 (Relativity to L5 - 82%)*

General - Will mean an employee who has completed structured training to a level to enable competent performance of the duties at this level.

Duties - An employee at this level performs work above and beyond the skills of an employee at Level 1 and to the level of their training:

- (a) Works under direct supervision, either individually or as part of a team;
- (b) Understands and applies quality assurance procedures, including recognising basic quality deviations;
- (c) Exercises minimal judgement and decision making;
- (d) Works at and/or operates a single purpose automatic repetitive machine and equipment;
- (e) Applies standard safety procedures relevant to the work performed;
- (f) May serve customers and/or have tasks relating to the preparation, production and sale of bread, cake and pastrygoods.

Typical skills and/or qualifications

- (a) Physical capacity to perform duties;
- (b) Limited numeracy and literacy skills;
- (c) Relevant training for machinery and equipment used.

#### 5.3.3 *Baking industry employee - Level 3 (Relativity to L5 - 88%)*

General - Will mean an employee who has completed structured training to a level to enable competent performance of the duties at this level.

At this level, an employee will have an overall understanding of the process of bread manufacture and distribution and is able to work interchangeably between related tasks.

Duties - An employee at this level performs work above and beyond the skills of an employee at Level 2 and to the level of their training:

- (a) Works under general supervision or instruction, individually or as part of a team;

- (b) Is responsible for the quality of their work;
- (c) May assist in the provision of on the job training;
- (d) May operate multi-purpose machines, or sequential single purpose machines;
- (e) May maintain simple records;
- (f) Understands and applies safety procedures relevant to the work environment;
- (g) May serve customers and/or have tasks relating to the preparation, production and sale of bread, cake and pastrygoods.

Typical skills and/or qualifications

- (a) Ability to read and follow written instructions and procedures, maintain diary or log book record;
- (b) Ability to keep and maintain numeric records, and perform basic arithmetic calculations;
- (c) Competency at machinery operation;
- (d) Basic data input and retrieval.

5.3.4 *Baking industry employee - Level 4 (Relativity to L5 - 92%)*

General - Will mean an employee who has completed structured training to a level to enable competent performance of the duties at this level.

At this level an employee understands and applies product and process specification applicable to the work required at this level, and is able to work flexibly and interchangeably between tasks, but not requiring the skills of Level 5.

Duties - An employee at this level performs work above and beyond the skills of an employee at Level 3 and to the level of their training:

- (a) Works under general supervision;
- (b) Is responsible for the quality of work;
- (c) Conducts on the job training;
- (d) May or may not have staff supervisory responsibilities;
- (e) Understands and applies safety procedures relevant to the work environment, monitors compliance of other safety procedures.

Typical skills and/or qualifications

- (a) Maintains numeric and written records; prepare simple reports; understand and apply written policies and procedures;
- (b) Understands machine operations;
- (c) Basic data input and retrieval;
- (d) Understands product and process specification applicable to the work required at this level.

5.3.5 *Baking industry employee - Level 5 (Relativity - 100%)*

General - Will mean an employee who either:

- (a) holds a Trade Certificate or a Tradesperson's Rights Certificate as a baker or pastrycook, or
- (b) has equivalent qualification or skill,  
and applies those skills in the performance of their duties.

At this level an employee possesses a full product and process knowledge of operations performed and applies detailed understanding to the processes performed.

Duties - An employee at this level performs work above and beyond the skills of an employee at Level 4 and to the level of their training:

- (a) Interchangeably perform all duties required at this level;
- (b) Exercises discretion and judgement to the level of their training and skill;
- (c) May or may not have staff supervisory responsibilities;
- (d) Ensures compliance to safe work procedures;
- (e) Ensures compliance with quality assurance procedures.

Typical skills and/or qualifications

- (a) Trades qualification or equivalent;
- (b) Good verbal and written communications;
- (c) Simple manipulation of computer held data.

#### 5.3.6 *Baking industry employee* - Level 6 (Relativity to L5 - 105%)

General - Will mean an employee who performs work at this level which is above that of basic trades level.

Duties - An employee at this level performs work above and beyond the skills of an employee at Level 5 and to the level of their training.

The duties at this level may require the application of post-trade technical skills, or the application of skills of planning, co-ordination, training or supervision, under limited supervision.

The duties may include:

- (a) Control of complex computer controlled equipment;
- (b) Preparation and conduct of training sessions;
- (c) Involvement in product development and testing;
- (d) Supervisory responsibilities;
- (e) Ensures compliance to safe work procedures;
- (f) Ensures compliance to quality assurance procedures;
- (g) Exercises trade skills or equivalent relevant to the specific requirements of the enterprise at a level higher than the baking industry employee - Level 5.

Typical skills and/or qualifications

- (a) Trade or equivalent, plus post-trade training;
- (b) Strong verbal and written communications;
- (c) Ability to perform computer operations.

## **5.4 Occupational superannuation**

### 5.4.1 *Application*

In addition to the rates of pay prescribed by this Award, eligible employees as defined herein (other than those who are covered by The Bread Manufacturers of Queensland, Regal Bakeries Pty. Ltd., Cobbity Farm Bakeries Pty. Ltd., Goodman Fielder Industries Ltd. (Inc. in Qld.) Trading as Country Style Bakeries (Superannuation) Industrial Agreement and the Tip Top Bakeries Queensland (Superannuation) - Industrial Agreement) will be entitled to

occupational superannuation benefits subject to the provisions of clause 5.4.

Clause 5.4 will not apply to employees employed in baking and pastrycooking sections operated in association with retail departmental chain stores within the State.

#### 5.4.2 *Definitions*

- (a) "Eligible Employee" will mean any employee who is a permanent employee, or a regularly engaged casual, employed by an employer party to this Award. For the purpose of this Award, a regularly engaged casual will mean an employee who normally works a minimum of 16 ordinary hours in any one week, and who works less than 38 hours in any one week.
- (b) "Ordinary Time Earnings" will mean the actual ordinary rate of pay the employee receives for the ordinary hours of work performed and includes leading hand and early start allowances, but will exclude any earnings of the employee which are occasioned by work outside of ordinary hours.

5.4.3 Fund - An "approved occupational superannuation fund" will be:

- (a) Sunsuper;
- (b) Such "other" Scheme or Fund as may be agreed upon between an employer and the Union and recorded in an approved Industrial Agreement; or
- (c) 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.
- (d) 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 the award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act; or
- (e) In relation to any particular employer, any other Scheme or Fund to which that employer has for the benefit of employees and those employees are either members of or are eligible to become members of such Scheme or Fund as at 16th June, 1989, and which Scheme or Fund satisfies the Commonwealth legislation for occupational superannuation funds and satisfies the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complies with the operating standards as prescribed by Regulations made under the relevant Act.
- (f) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
  - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
  - (ii) A person must not coerce someone else to make an agreement.
  - (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act.
  - (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 3.1.

#### 5.4.4 *Contributions*

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%.

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.

#### 5.4.5 *Qualifying period*

All employees will complete 3 months of service with the employer before they are eligible to join the superannuation fund. Payments will then be made from one month after commencement of employment.

#### 5.4.6 *Freedom of choice*

Except as otherwise provided for herein, no employer will be required to make contributions into more than one fund at any time:

Provided that employees, including those in existing schemes or funds covered by clause 5.4.3(c) , will have the right to choose to have contributions specified in clause 5.4.4 above paid into any scheme or fund provided for in clause 5.4.3 as decided by a majority of the employees to whom these provisions apply.

#### 5.4.7 *Cessation of contributions*

An employer will not be required to make any further contributions on behalf of an eligible employee after the end of the day upon which the contract of employment ceases to exist.

#### 5.4.8 *Other contributions*

Nothing in clause 5.4 will preclude an employee from making contributions to a scheme or fund in accordance with the provisions thereof.

Only those established schemes or funds to which a particular employer party to this Award was actually making genuine contributions on behalf of the employees concerned as at 16th June, 1989, will be recognised under clause 5.4.3(e). The making of contributions subsequent to 16th June, 1989, but on a retrospective basis, in respect of any period up to and including 16th June, 1989, will not under any circumstances, bring a scheme or fund within the meaning of clause 5.4.3(e).

#### 5.4.9 *No other deductions*

No additional amounts will be paid by the employer for the establishment, administration, management or any other charges in connection with the scheme or fund apart from remission of contributions on a monthly basis.

### **5.5 Payment of wages**

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 5.5 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 (a) The ordinary hours of work will be an average of 38 per week to be worked on one of the following bases:

- (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; or

(b) The ordinary hours of work prescribed may be worked on up to any 5 consecutive appropriate days in the week, Monday to Sunday inclusive, subject to the following:

- (i) Any arrangement of hours which includes a Saturday or Sunday as ordinary hours will be subject to agreement between the employer and the majority of employees concerned.
- (ii) In any arrangement of hours which includes a Saturday or Sunday as ordinary hours the Union will be

notified within 14 days of commencement of work under such arrangement.

(iii) Ordinary hours worked on a Saturday or Sunday will be paid at the rate, as specified in clause 6.4.

6.1.2 Except as hereinafter prescribed, all employees will be entitled to 2 consecutive days off each week which will comprise any period of 48 consecutive hours.

6.1.3 Where ordinary working hours of employees are worked in accordance with a roster, a copy of the roster will be exhibited in a conspicuous place easily accessible to all employees. Rostered starting times will not be altered, except in emergencies, without 7 days' prior notice. Where such notice has not been given, all hours worked outside of the roster, until clause 6.1.3 has been complied with, will be deemed overtime and paid accordingly.

6.1.4 The ordinary hours of work prescribed herein will not exceed 10 on any day:

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

## **6.2 Working of a 38 hour week**

6.2.1 The 38 hour week will be implemented on one of the following bases, most suitable to the particular business, 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.

6.2.2 Subject to the provisions of clause 6.1.4, employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.

6.2.3 Notwithstanding any other provision in clause 6.2, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of 10 rostered days off. Where such agreement has been reached, the accrued rostered days off will be taken within twelve calendar months from the date on which the first rostered day off was accrued. Consent to accrue rostered days off will not be unreasonably withheld by either party.

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

## **6.3 Procedures for enterprise level discussions**

6.3.1 The employer and all employees concerned in each establishment will consult over the most appropriate means of implementing and working a 38 hour week.

6.3.2 The objective of such consultation will be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.2

6.3.3 The outcome of such consultation will be recorded in writing.

6.3.4 In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their Union or employer organisation.

6.3.5 Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer will have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.

6.3.6 After implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising the foregoing provisions of clause 6.3, including clause 6.3.5.

## **6.4 Penalty rates**

6.4.1 All ordinary hours worked by an employee between 12 midnight Friday and 12 midnight Saturday will be paid

for at the rate of time and a-half.

6.4.2 All ordinary hours worked by an employee between 12 midnight Saturday and 12 midnight Sunday will be paid for at the rate of time and three-quarters.

## **6.5 Overtime**

6.5.1 All time worked in excess or outside of the ordinary working hours as prescribed in clause 6.1 or outside of the usual commencing and ceasing times will be deemed to be overtime and will be paid for in accordance with the rates prescribed by clause 6.5.

6.5.2 Except as hereinafter prescribed, overtime will be paid for at the rate of time and a-half for the first 3 hours and double time thereafter on any one day.

6.5.3 All overtime worked on public holidays as listed in clause 7.6 will be paid at the rate of double time and a-half.

6.5.4 All overtime worked between 12 midnight on Saturday and 12 midnight Sunday will be paid for at the rate of time and three-quarters for the first 3 hours and double time thereafter.

6.5.5 Where an employee works overtime on any day and such overtime does not immediately precede or follow ordinary hours of work an employee will be paid for a minimum of 4 hours' overtime at the appropriate rate.

### *6.5.6 Time off in lieu of overtime*

Providing there is mutual agreement between the employee and employer, then time off in lieu of the payment of overtime may be taken:

Provided that all time in lieu is taken at the accrued rate, or as otherwise agreed between the employer and the employee.

### *6.5.7 Rest period after overtime*

(a) When overtime is necessary it will, wherever reasonably practicable, be so arranged that the employees have at least 10 consecutive hours off duty between the work of successive days.

(b) An employee (other than a casual employee) who works so much overtime between the termination of such employee's ordinary work on one day and the commencement of ordinary work on the next, that such employee has not at least 10 consecutive hours off duty between those times will, subject to clause 6.5.7(c), be released after completion of such overtime until such employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) Failing an instruction from the employer that an employee should not resume or continue work without having had such 10 consecutive hours off duty, such employee will be paid at the appropriate ordinary hourly rate plus 100 percent until that employee is released from duty for such period and will then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

## **6.6 Meal breaks**

6.6.1 All employees will be entitled to an unpaid meal break of not less than 30 minutes or more than one hour's duration to commence no earlier than 3.5 hours after the start of the shift and cease no later than 6.5 hours after the start of the shift.

6.6.2 Where an employee is required to work through their normal meal break, as aforesaid, the employee will be paid at the rate of double time for all work so performed.

## **6.7 Rest pauses**

6.7.1 A full-time employee will be entitled to a rest pause of ten 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.

6.7.2 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.

6.7.3 Rest pauses will be taken at such times as will not interfere with continuity of work where continuity is

necessary.

- 6.7.4 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 under clause 5.1, at that excess rate; and
  - (b) In every other case, at the ordinary time rate of pay payable under clause 5.1 to the employee concerned immediately prior to that leave.
- 7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.6, for 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) Subject to clause 7.1.6(b), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
    - (i) the employee's ordinary wage rate as prescribed in clause 5.1 for the period of the annual leave (excluding weekend penalty rates); and
    - (ii) a further amount calculated at the rate of 17 1/2% of the amount referred to in clause 7.1.6(a)(i).
  - (b) Clause 7.1.6(a) does not apply to:
    - (i) any period or periods of annual leave exceeding 4 weeks; and
    - (ii) employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.
- 7.1.7 Except as hereinbefore provided, it will not be lawful for the employer to give, or for the employee to receive, payment in lieu of annual leave.

### **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 to a maximum of 60.8 hours in any one year.
- (c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if they 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*

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 7.6 hours the employee is required to give the employer a doctor's certificate about the nature and approximate duration of the illness or other evidence to the employer's satisfaction

#### 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 their 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 7.6.8 all work done by any employee on:

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

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

#### 7.6.2 *Labour Day*

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

#### 7.6.3 *Annual show*

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

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

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

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

#### 7.6.5 *Stand down*

Any employee, other than a casual, 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 the 1st January (New Year's Day).

7.6.6 In addition to the foregoing holidays, employees of employers who manufacture bread, within the local authority areas of the Cities of Brisbane, Ipswich and Rockhampton will, if they hold an annual picnic on the second Tuesday in October, have a holiday for the purpose of holding same on the second Wednesday of October in each year, or such other day as will be mutually agree upon, in writing, between The Baking Industry Association of Queensland, Union of Employers, and the Union:

Provided that any employee employed under the Pastrycooks' Award - Southern & Mackay Divisions as at the 24 December 1992 will be excluded from clause 7.6.6:

Provided further that all other employees will, in lieu of such holiday, have a holiday in carnival or show week:

Provided also that where an employee agrees to work on such public holiday, the employee will be paid for such time worked at the rate of double time and a-half.

7.6.7 Except as hereinafter provided, all holidays will be deemed to commence at 12 noon on the day immediately prior to the day upon which the holiday actually falls and will be observed for a period of 24 hours from that time.

#### 7.6.8 *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 such day will be at the rate of double time and a-half of the ordinary rate of pay prescribed for that work.

#### 7.6.9 *Employees who do not work Monday to Friday of each week*

In the case of employees who do not work Monday to Friday of each week they shall be entitled to public holidays as follows:

- (a) full-time employees who do not work on Monday to Friday of each week should be assured of either payment for each of the prescribed holidays or a substituted day's leave. They should not forfeit that benefit because a prescribed holiday falls on a non-working day. Payment for a prescribed holiday falling on a non-working day shall be 1/5th of the ordinary time weekly rate prescribed in clause 5.1;
- (b) full-time employees who work a non-standard week should not enjoy leave in respect of both an "actual" day and a substitute day but should be assured of one of them provided that the substituted day does not conflict with operational requirements;
- (c) full-time employees who ordinarily work on a Saturday or Sunday should be paid at the Saturday or Sunday rate for work performed on the 'actual' day when substitution is prescribed, save that when the 'actual' day is Christmas Day the employees shall be paid at the rate of double time in the case of Saturday and double time and one-quarter in the case of a Sunday;
- (d) part-time employees whose normal roster includes a prescribed holiday should either be accorded the holiday on pay or receive the appropriate public holiday rate for work on that day;
- (e) part-time employees whose normal roster includes Saturday or Sunday which would be a prescribed holiday but for the substitution of an alternative day should not lose a holiday because of the substitution, but should not be accorded holidays (or pay in lieu) in respect of both the 'actual' and the substitute days;
- (f) casual employees who are employed on prescribed holidays should be paid at the relevant holiday rate (but exclusive of any augmentation of the casual loading); and

- (g) nothing in clause 7.6.9 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

## **7.7 Jury service**

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.

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.

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.

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.

"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 industry covered by this award, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

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

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

### **10.1 Uniforms**

10.1.1 Where employees are required to wear a uniform, such uniform will be supplied and laundered at the employer's expense, and will be the property of such employer and will be returned to the employer upon termination of employment in good order or condition, subject to fair wear and tear.

10.1.2 Where an employer does not launder the uniform which is provided, then the employer will pay in lieu thereof an allowance of \$2.00 per week, in the case of full-time employees, and 40c per day in the case of casual or part-time employees to a maximum of \$2.00.

10.1.3 Where an employer requires an employee to wear a uniform, a sufficient number of uniforms will be provided by the employer having regard to the number and regularity of shifts worked. Such uniforms will be replaced on a fair wear and tear basis.

- (a) where uniforms are supplied, an employer may charge a deposit for the supply of such uniforms;
- (b) the employer will refund the amount of the deposit on return of uniforms at the point of termination of employment;

- (c) the employer may retain the deposit if the uniforms are not returned on termination; and
- (d) the maximum deposit which may be charged upon engagement or deducted at the point of termination is \$40.00 per uniform.

10.1.4 The employee will be required to attend for work in the uniform in a clean and presentable state.

## **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 the employee does not want that employee's 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 Trade union training leave**

11.4.1 A Union delegate or duly elected or appointed Union representative will, upon written application by the Union to the employer, such application being endorsed by the Union and given to the employer at least 2 months in advance (or such lesser period as mutually agreed between the Union and the employer/s), be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses or seminars conducted by the Union or specific training courses approved and accredited by the Union. The scope, content and level of such courses or seminars will be such as to contribute to a better understanding of industrial relations within the employer's operations.

11.4.2 Other courses mutually agreed between the Union and an employer, or employers, may be included under clause 11.4.

11.4.3 Any written application by the Union seeking release of a delegate or representative to attend a course will include details of the type and content of the course to be attended as well as the dates upon which the course is proposed to be conducted.

11.4.4 For the purposes of clause 11.4 "ordinary pay" will mean the ordinary time earnings paid to the employee exclusive of any allowances, penalty rates or travelling time and fares.

11.4.5 The granting of such leave will be subject to the following conditions:

(a) The employee must have at least 12 months continuous service with the employer prior to such leave being granted and be the elected Union delegate/representative.

(b) Unless otherwise agreed the maximum number of employees of one and the same employer attending a training course or seminar each year will be as follows:

Where the employer employs between 10 - 50 employees	1
Where the employer employs between 51-100 employees	2
Where the employer employs over 100 employees	4

(c) Where an employer has more than one place of employment in Queensland then the maximum number of employees entitled to attend a course at the same time will be 2. This will not prevent an employer from agreeing to release additional employees.

(d) The granting of such leave will be subject to the convenience of the employer so that the operations of the enterprise will not be adversely affected.

11.4.6 Where an employer approaches the Union and demonstrates genuine difficulties with respect to the release of a particular Union delegate or representative at a particular time (including where the employer might have previously advised of its ability to release such Union delegate or representative) the Union will not unreasonably press its request for the release of that delegate/representative at that time. If the matter is not amicably resolved, it will be processed in accordance with the Dispute Settlement Procedure contained in this Award.

11.4.7 In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted by the employer to cover the absence of the employee.

11.4.8 Leave granted to attend such training courses will not incur any additional payment or alternate time off if such course coincides with an employee's day off in a 19 day month working arrangement, or with any other concessional leave.

11.4.9 Such paid leave will not affect other leave granted to employees under this Award.

11.4.10 On completion of the course the employee will, upon request, provide to the employer proof of their attendance at the course. Except in the case of sick leave or other authorised leave, non-attendance at a training course will result in the employee not being paid for such time.

#### **SCHEDULE 1 - Second tier Orders**

*List of Employers with Second Tier Orders which,  
to varying degrees, modify the Provisions of this Award*

Employer		
Goodman Fielder Industries Ltd. (Country Style Bakery, Wacol)	B610/88	21/9/88
Cobbity Farm Bakeries Pty. Ltd. (Carina)	B611/88	21/9/88
George Weston Foods Ltd. (Tip Top Bakery, Springwood)	B612/88	21/9/88
George Weston Foods Ltd. (Tip Top Bakery, Nundah)	B613/88	21/9/88
Sunshine Plantations Pty. Ltd.	B790/88	3/11/89
Regal Bakery Pty. Ltd. (Toowoomba)	B163/89	11/4/89
Home Bake Bakery (Tennyson)	B813/89	18/10/89

Dated 13 February 2003.

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

Operative Date: 14 April 2003