

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

BRISBANE MARKETS AWARD - 2003

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Brisbane Markets Award 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 Brisbane Markets Award 2003 as at 1 January 2011.

Dated 1 March 2011.

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

BRISBANE MARKETS AWARD - 2003

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Brisbane Markets Award 2003.

**1.2 Arrangement**

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### 1.3 Date of operation

This Award takes effect from 12 May 2003.

### 1.4 Coverage

1.4.1 Subject to clause 1.4.2, this Award shall apply to all persons engaged in the callings within the confines of the Brisbane Market, or who operate from within the confines of the Brisbane Market, for whom classifications and wage rates are set out in this Award.

### 1.5 Definitions

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

1.5.2 "Commission" means the Queensland Industrial Relations Commission.

1.5.3 "Union" means The National Union of Workers Industrial Union of Employees Queensland.

1.5.4 "Brismark" means the Queensland Chamber of Fruit and Vegetable Industries Co-operative (Union of Employers) Limited.

## **1.6 Parties bound**

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and the Union and its members.

## **1.7 Exemptions**

This Award shall not apply to employees receiving per week an additional amount which is in excess of 33 1/3 % of the Award rate of pay under the appropriate Skill Level, as prescribed by clause 5.2 of this Award, for the particular Classification and Skill Level under which the employee is engaged

## **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 to Brismark. 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 Mixed functions**

- 4.1.1 Any employee employed under the job classification of either Store Worker or Salesperson, may be required to fill a position under either classification at any skill level subject to clauses 4.1.3 and 4.1.4.
- 4.1.2 Any employee employed under the job classification of Office Worker may be required to fill a position within that classification, at any skill level subject to clauses 4.1.3 and 4.1.4.
- 4.1.3 Where an employee performs a task outside their current job classification and/or a skill level for more than 5 hours in any one week, and where the appropriate rate of wages under this Award is in excess of what the employee currently receives, the employee shall be temporarily paid for the time worked in that position, at the rate of wages relevant to that position.
- 4.1.4 Where an employee performs a task outside their current job classification and/or skill level, and where the appropriate rate of wages is less than what the employee currently earns, the employee will continue to be paid at their current rate of wages.

##### **4.2 Employment categories**

- 4.2.1 Employees (other than casuals) covered by this Award shall be advised in writing of their employment category upon appointment.
- 4.2.2 Employment categories are:
- (a) full-time;
  - (b) part-time (as prescribed in clause 4.3); or
  - (c) casual (as prescribed in clause 4.4).

##### **4.3 Part-time employment**

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

- 4.3.1 A part-time employee is an employee who:
- (a) is employed for not less than 16 hours per week and for not more than 32 ordinary hours per week;
  - (b) is rostered for a minimum of 3 consecutive hours on any shift or day; and
  - (c) is rostered to work regular hours on regular days in accordance with the Award provisions for permanent employees.
- 4.3.2 At the time of engagement the employer and the regular part-time employee will agree in writing the number of ordinary hours to be worked each week. For the purpose of determining the regularity or otherwise of the hours, the parties may agree to averaging ordinary hours over a period of 4 weeks.
- 4.3.3 Any agreed amendment to the number of ordinary weekly hours worked will be recorded in writing.
- 4.3.4 All time worked outside of the ordinary daily and weekly hours specified in the employee's roster will be overtime and paid for at the rates prescribed in clause 6.3 - Overtime.
- 4.3.5 A regular part-time employee employed under the provisions of clause 4.3 must be paid for ordinary hours worked at the rate of 1/40th in relation to Store Workers and Salespersons or 1/38th in relation to Office Workers of the weekly rate prescribed for the class of work performed.

- 4.3.6 A regular part-time employee will receive, on a pro rata basis, equivalent pay and conditions to those of full-time employees.
- 4.3.7 Where a public holiday falls on a day upon which an employee is normally employed, that employee shall be paid the appropriate rate for the number of hours normally worked on that day.
- 4.3.8 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 such 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.
- 4.3.9 Subject to the provisions contained in clause 4.3, all other provisions of the Award relevant to full-time employees shall apply to part time employees.
- 4.3.10 Part-time employees shall be entitled to equal access to all training and promotional opportunities described under this Award.

#### **4.4 Casual employment**

- 4.4.1 A casual employee is an employee who is engaged on an hourly rate for a minimum of 4 hours on each engagement completed between Tenant Entry Time, as defined by the Brisbane Market Bylaws and Regulations which exist, and 3.00 p.m. each afternoon, Monday to Friday. The minimum period of engagement shall be 2 hours at all other times. A casual employee may leave their employers' service or be discharged at any time without notice.
- 4.4.2 Unless the employer notifies a casual employee before ordinary ceasing time on any one day that their services will not be required on the following day, or specifies the period for which the casual employee's services will be required, such casual employee shall be provided with 2 hours' work, or payment in lieu.
- 4.4.3 Casual employees shall be paid 23% in addition to the appropriate rates prescribed above.

#### **4.5 Incidental or peripheral tasks**

Employees are to be available to carry out a wider range of duties, including work which is in connection with, incidental or peripheral to the main task or function to ensure the efficient continuity of the work.

#### **4.6 Trainees**

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

#### **4.7 Anti-discrimination**

- 4.7.1 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.
- 4.7.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.2, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.7.3 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.
- 4.7.4 Nothing in clause 4.7 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.

#### **4.8 Termination of employment**

##### *4.8.1 Statement of employment*

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

##### *4.8.2 Termination by employer*

- (a) The employer may end the employment of an employee by giving them notice or payment in lieu of notice. the employee may resign from employment by giving notice or forfeiting pay in lieu of giving such notice to the employer.

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 clause 4.8.2(a), employees over 45 years of age at the time the employer gives notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.
- (c) In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned shall be used.
- (d) The period of notice in clause 4.8.2 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

##### *4.8.3 Notice of termination by employee*

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

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

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

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

#### **5.1 Definition of classifications and skill levels**

5.1.1 "Store Worker" means any employee engaged in unloading, receiving, handling, storing, sorting, stacking, packing and/or dispatching of any produce, fruit and/or vegetables (minimal customer liaison). If an employer or salesperson sets the price of any item, then a store worker can inform a customer of that price, without being classified as a salesperson.

5.1.2 "Salesperson" means an employee classified as such engaged in communicating with suppliers, determining selling prices, selling, documenting sales, deliveries and returns and in receiving, storing, stacking and dispatching of fruit and/or vegetables.

5.1.3 "Office Worker" shall include any person employed either exclusively or principally in the pursuit or vocation of writing, engrossing, typing, calculating, whether by ordinary means or by means of any process calculated to achieve a like result; and/or in invoicing, billing, charging, recording, checking, or otherwise dealing with records, documents, writings, correspondence, attending telephone switchboards, receiving and answering telephone calls, books, and accounts of any person, firm, company, association, or corporation.

##### *5.1.4 Classifications*

The wage structure of the Award is based on the following 3 classifications which are broken into various skill levels:

- (a) Store Workers;
- (b) Salespersons; and
- (c) Office Workers.

#### 5.1.5 *Skill Levels*

- (a) Each classification is divided into skill levels which describe a minimum range of skills an employee must have to be employed under that skill level, together with eligibility provisions and advancement criteria. Clauses 5.1.4, 5.1.5 and 5.1.6 describe the various skill levels under each of the Award Classifications.
- (b) In advancing from one skill level to another there is the expectation that the employee will contribute more to the operations of the business by way of increased productivity and that the employer will facilitate ongoing training and skill enhancement in accordance with clause 9.1.

#### 5.1.6 *Skill Levels - Store Workers*

The following describes the skill levels for Store Workers employed under this Award:

##### (1) *Store Worker Level 1:*

- (a) Key Attributes - An employee at this level performs to the capacity of their training and experience, as required and:
  - (i) is responsible for the quality of their own work subject to routine supervision;
  - (ii) works under routine supervision either individually or in a team environment;
  - (iii) exercises discretion within the scope of their level of skills and training; and
  - (iv) is employed primarily in the role of storing, packing, loading and unloading fruit and vegetables.
- (b) Sample Tasks - Indicative of some of the tasks which an employee at this level may perform, are the following:
  - (i) storing and packing of goods and materials in accordance with appropriate procedures and/or regulations;
  - (ii) loading and unloading vehicles;
  - (iii) periodic housekeeping and stock checks;
  - (iv) maintenance of records regarding product receipt, delivery or movement, as required;
  - (v) cleaning up warehouses and selling floors;
  - (vi) picking over product; and
  - (vii) allocation and product movement to and from specific warehouse and selling floor areas.
- (c) Advancement Criteria:
  - (i) An employee remains at this level until they have completed the necessary training and are capable of effectively performing through assessment or appropriate certification the tasks required to enable them to progress to the next level as a position becomes available.
  - (ii) Employees must be effectively and competently performing their tasks under this skill level to be eligible for advancement to the next level.

##### (2) *Store Worker Level 2:*

- (a) Key Attributes - An employee at this level performs work above and beyond the skills of an employee at Store Worker level 1 and to the capacity of their training and experience, as required and:
  - (i) is responsible for the quality of their own work;
  - (ii) performs work requiring minimal supervision, either individually or in a team environment;
  - (iii) exercises discretion within the scope of their level of skills and training;

- (iv) gains and holds appropriate qualifications and licences (including a forklift licence) as required;
  - (v) is expected, and may be required, to perform tasks at a lower skill level; and
  - (vi) has a responsibility in ensuring that correct procedures are followed in the receipt, packing, sorting, storage and dispatch of produce.
- (b) Sample Tasks - Indicative of some of the tasks which an employee at this level may perform, in addition to the sample tasks of the lower skill level, are the following:
- (i) inventory and store control;
  - (ii) licensed operation of all appropriate materials handling equipment;
  - (iii) use of tools and equipment within the scope of basic maintenance;
  - (iv) basic VDU operation;
  - (v) sorting and sizing product, and packing as required;
  - (vi) quality control over product; and
  - (vii) preparation and receipt of documents relating to the receipt and dispatch of goods.
- (c) Eligibility Provisions - To be eligible for advancement to this level, a store worker must have a minimum of 2 years' experience in the stores industry with at least one year in fruit and vegetable storage.
- (d) Advancement Criteria:
- (i) An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required to enable them to progress to the next level as a position becomes available.
  - (ii) Employees must be effectively and competently performing their tasks under this skill level, to be eligible for advancement to the next level.

(3) *Store Worker Level 3:*

- (a) Key Attributes - An employee at this level performs work above and beyond the skills of an employee at Store Worker Level 2 and to the capacity of their training and experience, as required and:
- (i) is responsible for the quality of their own work and the checking of the quality of others' work;
  - (ii) works from instructions and procedures according to the task at hand and the employer's policies and objectives;
  - (iii) co-ordinates work in a team environment or works individually under general supervision;
  - (iv) gains and holds appropriate licences (including a forklift and commercial vehicle licence) as required;
  - (v) is expected, and may be required, to perform tasks at a lower skill level; and
  - (vi) maintains a significant role in organising and carrying out product movement and storage functions.
- (b) Sample Tasks - Indicative of some of the tasks which an employee at this level may perform, in addition to the sample tasks of lower skill levels, are the following:
- (i) use of a VDU and keyboard for purposes in addition to simple transaction details;
  - (ii) development and refinement of a stores layout, including proper location of goods and their receipt and dispatch;
  - (iii) quality control of produce and/or packaging and processing lines;
  - (iv) stock control and recording in maintaining efficient rotation and movement through warehouses.
- (c) Eligibility Provisions:



- (i) To be eligible for advancement to this level, a Store Worker must have a minimum of 3 years' experience in the stores industry with at least 2 years in fruit and vegetable storage.
  - (ii) Furthermore, they must have successfully completed Brismark's "Basic Store Worker's Course" and be familiar with the various kinds of fruit and vegetables seen in the Brisbane Market and the various preferred handling procedures for same.
- (d) Advancement Criteria:
- (i) An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required to enable them to progress to the next level as a position becomes available.
  - (ii) Employees must be effectively and competently performing their tasks under this level to be eligible for advancement to the next level.
- (4) *Store Worker Level 4:*
- (a) Key Attributes - An employee at this level performs work above and beyond the skills of an employee at Store Worker Level 3, and to the level of their training and experience, as required, and:
- (i) implements and exercises quality control techniques and procedures;
  - (ii) performs work under Management supervision and/or according to Management policy;
  - (iii) has the ability to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction.
  - (iv) gains and holds appropriate qualifications and licences as required;
  - (v) is expected, and may be required, to perform tasks at a lower skill level;
  - (vi) possesses a highly developed level of interpersonal and communication skills;
  - (vii) has a sound knowledge of the employer's operations as it relates to product handling, storage and throughput.
- (b) Sample Tasks - Indicative of the tasks which an employee at this level may perform, in addition to the sample tasks of lower skill levels, are as follows:
- (i) operation under licence and supervision of all materials handling and transport equipment;
  - (ii) liaison with management, suppliers and customers with respect to stores operations;
  - (iii) detailing and co-ordinating activities of other Store Workers;
  - (iv) maintaining control registers including inventory control and be responsible for the preparation and reconciliation of regular reports or stock movement, despatches, etc.;
  - (v) complex VDU and keyboard operation.
- (c) Eligibility Provisions:
- (i) To be eligible for advancement to this level, a Store Worker must have a minimum of 5 years' experience in the stores industry with at least 4 years in fruit and vegetable storage.
  - (ii) Furthermore, they must have completed Brismark's "Advanced Store Worker's Course", an accredited course in Horticultural Postharvest Technology, nominated or accepted by Bismarck, and Brismark's "Basic Salesperson's Course".

#### 5.1.7 *Skill Levels - Salespersons*

The following describes the skill levels for Salespersons employed under this Award:

##### (1) *Salesperson - Level 1:*

- (a) Key Attributes - An employee at this level performs to the capacity of their training and experience, as

required and:

- (i) is responsible for the quality of their own work subject to routine supervision;
- (ii) works under routine supervision either individually or in a team environment;
- (iii) exercises discretion within the scope of their level of skills and training;
- (iv) gains and holds the necessary qualifications and licences as required; and
- (v) is employed primarily in the role of selling farm produce.

(b) Sample Tasks - Indicative of some of the tasks which an employee at this level may perform, are the following:

- (i) negotiating with buyers for settlement of sales transactions;
- (ii) maintenance of records;
- (iii) allocation and product movement to and from specific warehouse and selling floor areas;
- (iv) periodic housekeeping and stock checks;
- (v) storing and packing of goods and materials in accordance with appropriate procedures and/or regulations;
- (vi) preparation and receipt of appropriate documentation including liaison with suppliers;
- (vii) picking over product;
- (viii) cleaning up the Selling Floor.

(c) Advancement Criteria:

- (i) An employee remains at this level until they have completed the necessary training and are capable of effectively performing through assessment or appropriate certification the tasks required to enable them to progress to the next level as a position becomes available.
- (ii) Employees must be effectively and competently performing their tasks under this skill level, to be eligible for advancement to the next level.

(2) *Salesperson - Level 2:*

(a) Key Attributes - An employee at this level performs work above and beyond the skills of an employee at Salesperson Level 1, to the capacity of their training and experience, as required and:

- (i) is responsible for the quality of their own work;
- (ii) performs work requiring minimal supervision either individually or in a team environment;
- (iii) exercises discretion within the scope of their level of skills and training;
- (iv) gains and holds the necessary qualifications and licences as required;
- (v) is expected, and may be required, to perform tasks at a lower skill level;
- (vi) has general contact with customers in the sale and dispatch of produce.

(b) Sample Tasks - Indicative of some of the tasks which an employee at this level may perform, in addition to the sample tasks at the lower skill level, are the following:

- (i) licensed operation of all appropriate materials handling equipment;
- (ii) control of inventory on selling floors;
- (iii) basic VDU operation;
- (iv) supplier contact and negotiation;

- (v) sales settlement and follow-up;
  - (vi) buyer contact and dispute settlement;
  - (vii) basic keyboard operations.
- (c) Eligibility Provisions:
- (i) To be eligible for advancement to this grade, salespeople must have a minimum of 2 years' selling experience with one year in fruit and vegetables.
  - (ii) Furthermore, they must have completed Brismark's "Basic Salesperson's Course".
- (d) Advancement Criteria:
- (i) An employee remains at this level until they have completed the necessary training and are capable of effectively performing through assessment or appropriate certification the tasks required to enable them to progress to the next level as a position becomes available.
  - (ii) Employees must be effectively and competently performing their tasks under this skill level to be eligible for advancement to the next level.
- (3) *Salesperson - Level 3:*
- (a) Key Attributes - An employee at this level performs work above and beyond the skills of an employee at Salesperson Level 2 and to the capacity of their training and experience, as required and:
- (i) is responsible for the quality of their own work and the checking of the quality of others' work;
  - (ii) works from instructions and procedures according to the task at hand and the employer's policies and objectives;
  - (iii) co-ordinates work in a team environment or works individually under general supervision;
  - (iv) gains and holds the necessary qualifications and licences as required;
  - (v) is expected, and may be required, to perform tasks at a lower skill level;
  - (vi) possesses a moderate level of interpersonal and communication skills ; and
  - (vii) has direct contact with both suppliers and customers in pursuing the sales objectives of the business and in setting prices and settling disputes.
- (b) Sample Tasks - Indicative of some of the tasks which an employee at this level may perform, in addition to the sample tasks at lower skill levels, are as follows:
- (i) operation of all materials handling equipment under licence;
  - (ii) use of a VDU and keyboard for purposes in addition to simple transaction details;
  - (iii) supplier contact and negotiation;
  - (iv) buyer contact and dispute settlement;
  - (v) stock control;
  - (vi) sales settlement, documentation and follow-up;
  - (vii) exercising quality control;
  - (viii) monitoring of selling prices both within the Market and elsewhere;
  - (ix) determination of both buying and selling prices in consultation with Management, where no Salesperson Level 4 is employed;
  - (x) provision of input to budgeting exercises;

(xi) visiting growing areas to liaise with suppliers and potential suppliers.

(c) Eligibility Provisions:

- (i) To be eligible for advancement to this level, a salesperson must have a minimum of 3 years' selling experience with at least 2 (2) years in fruit and vegetables.
- (ii) Furthermore, they must have successfully completed Brismark's "Advanced Salesperson's Course", and Brismark's "Advanced Store Worker's Course".

(d) Advancement Criteria:

- (i) An employee remains at this level until they have completed the necessary training, and are capable of effectively performing through assessment or appropriate certification the tasks required to enable them to progress to the next level as a position becomes available.
- (ii) Employees must be effectively and competently performing their tasks under this skill level to be eligible for advancement to the next level.

(4) *Salesperson - Level 4:*

(a) Key Attributes - An employee at this level performs work above and beyond the skills of an employee at Salesperson Level 3 and to the capacity of their training and experience, as required and:

- (i) implements and exercises quality control techniques and procedures;
- (ii) performs work under Management supervision and/or according to Management policy;
- (iii) supervises and provides direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction;
- (iv) maintains and develops the relationship with suppliers and customers alike so as to enhance the sales prospects of the business according to Management's objectives.
- (v) gains and holds the necessary qualifications and licences as required;
- (vi) is expected, and may be required to perform tasks at a lower skill level;
- (vii) possesses a highly developed level of interpersonal and communication skills;
- (viii) has a sound knowledge of the employer's operations as it relates to the buying and selling function and all aspects of operations of the selling floor;
- (ix) Provides substantial input into budgeting, public relations, and promotion activities.

(b) Sample Tasks - Indicative of the tasks which an employee at this level may perform, in addition to sample tasks at lower skill levels, are as follows:

- (i) operation, under licence, and supervision of all materials handling and transport equipment;
- (ii) liaison with management, suppliers and buyers, with respect to product supply and sales;
- (iii) detailing and co-ordination of the activities of other salespersons;
- (iv) complex VDU and keyboard operation;
- (v) maintain control registers including inventory control and be responsible for the preparation and reconciliation of regular reports on stock movement, despatches, etc.;
- (vi) attending to all aspects of sales, sales documentation and follow-up, as required;
- (vii) visiting growing areas as required;
- (viii) providing sales budgets.

(c) Eligibility Provisions:

- (i) To be eligible for advancement to this level, a salesman must have a minimum of 5 years' selling

experience with at least 4 years in fruit and vegetables.

- (ii) Furthermore, they must have successfully completed Brismark's "Advanced Salesperson's Course", "Advanced Store Worker's Course", and an accredited course in Horticultural Postharvest Technology, nominated or accepted by Brismark.

#### 5.1.8 Skill Levels - Office Workers

The following describes the skill levels for Office Workers employed under this Award.

##### (1) Office Worker - Level 1:

- (a) Key Attributes - An employee at this level performs to the capacity of their training and experience, as required and:
  - (i) is responsible for the quality of their own work subject to routine supervision;
  - (ii) works under routine supervision either individually or in a team environment;
  - (iii) exercises discretion within the scope of their level of skills and training;
  - (iv) is employed primarily in the role of general office work; and
  - (v) is to have basic communication skills, including an ability to read, write and speak English, and basic numeracy skills.
- (b) Sample Tasks - Indicative of some of the tasks which an employee at this level may perform are the following:
  - (i) operation of a photocopy or facsimile machine;
  - (ii) mailing, filing and collating;
  - (iii) answering the telephone or simple counter enquiries;
  - (iv) messenger work, such as making deliveries or picking up mail or office requisites;
  - (v) simple cash sale transactions;
  - (vi) petty cash transactions;
  - (vii) calculator use.
- (c) Advancement Criteria:
  - (i) An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification, the tasks required to enable them to progress to the next level as a position becomes available.
  - (ii) Employees must be effectively and competently performing their tasks under this level to be eligible for advancement to the next level.

##### (2) Office Worker - Level 2

- (a) Key Attributes - An employee at this level performs to the capacity of their training and experience as required, and:
  - (i) is responsible for the quality of their own work;
  - (ii) performs work requiring minimal supervision, either individually or in a team environment;
  - (iii) exercises discretion within the scope of their level of skills and training;
  - (iv) is expected, and may be required to perform tasks at a lower skill level;
  - (v) undertakes a range of duties which have established routines, methods and procedures; and
  - (vi) has a basic knowledge of the organisation's structure so that they can redirect enquiries/documents and

problems to the appropriate person.

(b) Sample Tasks - Indicative of some of the tasks which an employee at this level may perform, in addition to the sample tasks at the lower skill level, are the following:

- (i) information recording and note taking;
- (ii) reception/enquiries and telephonist duties;
- (iii) document collating;
- (iv) keyboarding, typewriting and basic data entry;
- (v) basic financial record keeping, control of petty cash, and reconciliation of financial transactions;
- (vi) cashier duties.

(c) Advancement Criteria:

- (i) An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification, the tasks required to enable them to progress to the next level as a position becomes available.
- (ii) Employees must be effectively and competently performing their tasks under this level to be eligible for advancement to the next level.

(3) *Office Worker - Level 3:*

(a) Key Attributes - An employee at this level performs work above and beyond the skills of an employee at Office Worker Level 2 and to the capacity of their training and experience, as required and:

- (i) is responsible for the quality of their own work and the checking of the quality of others' work;
- (ii) works from instructions and procedures according to the task at hand and the employer's policies and objectives;
- (iii) co-ordinates work in a team environment or works individually under general supervision;
- (iv) holds the necessary qualifications, as required;
- (v) is expected, and may be required, to perform tasks at a lower skill level;
- (vi) has a sound knowledge of the business structure, its systems, procedures and its products;
- (vii) may plan and supervise the work of up to a maximum of 5 employees.

(b) Sample Tasks - Indicative of some of the tasks which an employee at this level may perform, in addition to the sample tasks at lower skill levels, are the following:

- (i) letter composition, compiling travel itineraries, servicing meetings;
- (ii) audio transcription, word processing, typing, data processing, shorthand transcription, computer operation and secretarial duties;
- (iii) higher level financial record keeping, such as accounts (including reconciliation of creditor statements), payroll, credit, purchasing/sales, writing up cash books, drawing cheques, and bank reconciliations;
- (iv) administrative aspects of stock control;
- (v) provision of basic in-house training in clerical/administrative related activities;
- (vi) purchasing office requisites;
- (vii) budgetary input;
- (viii) payment of wages;
- (ix) completion of various statutory returns.

(c) Eligibility Provisions:

- (i) To be eligible for advancement to this level, an office worker must have a minimum of 3 years' experience in office work.
- (ii) Furthermore, they must have completed Brismark's "Basic Office Worker's Course" as a prerequisite to being promoted to this level.

(d) Advancement Criteria:

- (i) An employee remains at this level until they have completed the necessary training and are capable of effectively performing through assessment or appropriate certification, the tasks required to enable them to progress to the next level as a position becomes available.
- (ii) Employees must be effectively and competently performing their tasks under this skill level to be eligible for advancement to the next level.

(4) *Office Worker - Level 4*

(a) Key Attributes - An employee at this level performs work above and beyond the skills of an employee at Office Worker Level 3 and to the capacity of their training and experience, as required and:

- (i) implements and exercises quality control techniques and procedures for work conducted;
- (ii) performs work under Management supervision or according to Management policy;
- (iii) holds the necessary qualifications as required;
- (iv) is expected, and may be required, to perform tasks at a lower skill level;
- (v) has extensive knowledge of the business structure, its operation and the industry in which it operates; and
- (vi) may plan and supervise the work of 5 or more employees.

(b) Sample Tasks - Indicative of some of the tasks which an employee at this level may perform, in addition to the sample tasks at lower skill levels, are the following:

- (i) report writing;
- (ii) computer based applications and detailed data processing;
- (iii) client/public liaison;
- (iv) advanced record keeping functions, such as areas of general ledger, accounts and credit;
- (v) office management;
- (vi) control over office output and productivity;
- (vii) controlling office requisites;
- (viii) production of cost budgets;
- (ix) payment of Wages and Salaries, including keeping of records and producing group certificates; and
- (x) co-ordinating and conducting in-house training in clerical/administrative activities.

(c) Eligibility Provisions:

- (i) To be eligible for advancement to this level, an office worker must have a minimum of 5 years' experience in office work, with one year's experience in a Central Fruit and Vegetable Market;
- (ii) Furthermore, they must have completed Brismark's "Advanced Office Worker's Course".

- (a) Upon satisfactory attainment of all relevant prerequisites, an employee will be eligible for advancement to the next skill level.
- (b) An eligible employee shall make written application for any vacancies to their employer for such advancement, stating their grounds and reasons and supplying all the necessary supporting documentation.
- (c) Upon receipt of an employee's application the employer shall advise the employee within 30 days of their success or otherwise in gaining the advancement.
- (d) Should the employer refuse the advancement, they will give written reasons to the employee why such a decision was made.
- (e) An employee can make an appeal regarding the decision made by the employer pursuant to clause 3.1.

## 5.2 Wage rates

The following shall be the minimum wages payable to employees under this Award:

Classification Level	Relativity	Award Rate Per Week
	%	\$
Storeworker Level 1	87.4	640.50
Storeworker Level 1 (After 3 months)	88.6	645.50
Storeworker Level 2	93.5	665.40
Storeworker Level 3	98	685.20
Storeworker Level 4	105	714.30
Salesperson Level 1	88.8	646.30
Salesperson Level 2	95	671.60
Salesperson Level 3	99.5	691.80
Salesperson Level 4	106.6	721.40
Office Worker Level 1	92	659.10
Office Worker Level 2	95.7	674.10
Office Worker Level 3	100	695.00
Office Worker Level 4	105.7	718.00

[*Calculation of Wage Rates* - Wage rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.]

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

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

## 5.3 Junior wage rates

Junior employees shall be paid according to the following table:

*Junior Employees:*

*(Store Workers and Salespersons - Classifications):*

	Percentage of the appropriate skill level %
15 and under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	75



20 and under 21 years of age	85
21 years of age	100

An employee who has achieved skill level 2 shall be paid the appropriate percentage above of skill level 2.

*(Office Worker - Classification):*

	Percentage of the appropriate skill level %
15 and under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	75
20 and under 21 years of age	85
21 and under 22 years of age	95
22 and under 23 years of age	98
23 years of age	100

An employee who has achieved skill level 2 shall be paid the appropriate percentage above of skill level 2.

No junior rates of pay shall apply to junior employees employed under Skill Levels 3 or 4 of the Classification of Office Worker.

#### **5.4 Payment of wages**

- 5.4.1 Payment of wages shall be made fortnightly, except where otherwise mutually agreed between the employer and the majority of employees, but in any event at no greater intervals than fortnightly. Wages may be paid by electronic funds transfer, directly into a Bank or Building Society account of the employee's choice, where the majority of employees agree.
- 5.4.2 Casual hands shall be paid within 30 minutes of their services being dispensed with, or within one working day if mutually agreed between the employer and the employee.
- 5.4.3 When an employee is discharged they shall be paid their wages as soon as practicable and in any case within 24 hours after making application for the same, except when a public holiday, Saturday or Sunday intervenes, and if they are not so paid they shall, for such time as shall elapse between their discharge and their payment, be paid at their ordinary rate of wages.

#### **5.5 Allowances**

##### *5.5.1 Meal allowance*

Except where otherwise mutually agreed or where notification of overtime has been given on the previous day, when overtime is worked for more than 2 hours after the usual ceasing time, the employee shall be paid \$12.10 meal allowance.

#### **5.6 Superannuation**

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

##### *5.6.2 Contributions*

- (a) Amount - Every employer will contribute on behalf of each eligible employee an amount prescribed under and in accordance with the relevant federal legislation into an Approved Fund as defined in clause 5.6.3(d). Each such payment of contributions must be rounded off to the nearest 10 cents.
- (b) Regular payment - The employer shall pay such contributions to the credit of each eligible employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.
- (c) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation. In the case of workers' compensation, the employer shall contribute 3% of the employee's ordinary time earnings-whenver the employee is receiving by way of workers' compensation an amount of money no less than the employee's

normal award rate of pay.

- (d) Other contributions - Nothing in clause 5.6 shall preclude an employee from making contributions to a fund in accordance with the provisions of the trust deed of the fund.
- (e) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (f) No other deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed in clause 5.6.

### 5.6.3 Definitions

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

### 5.6.4 For the purposes of this Award, an approved fund means:

- (a) Labour Union Co-Operative Retirement Fund - L.U.C.R.F; or.  
Fruit and Vegetable Industry (Award) Superannuation Fund.
- (b) Any named fund as is agreed to between the relevant employer/Union parties to this Award and as recorded in an approved Industrial Agreement.
- (c) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an Award or an agreement approved by an Industrial Tribunal whether State or Federal jurisdiction which has already had practical application to the majority of Award employees of that employer.
- (d) 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.
- (e) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a fund cited in an award would be in conflict with the conscientious beliefs of that employee in terms of section 115 of the Act.
- (f) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.6.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contribution.
- (g) 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 3.2.

#### 5.6.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as the Union, may by notification of a dispute to the Commission challenge a fund on the grounds that it does not meet the requirements of clause 5.6.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.6, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.6.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any fund complies with the requirements of clause 5.6, the onus of proof shall rest upon the employer.

#### 5.6.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 5.6.4(c), (d), (e), (f) and (g) shall be determined by a majority decision of employees.
- (b) Employees who are members of an established fund covered by clause 5.6.4(f) shall have the right by majority decision to choose to have the contributions specified in clause 5.6.2 paid into a fund as provided for elsewhere in clause 5.6.4 in lieu of the established fund to which clause 5.6.4(f) has application.
- (c) The initial selection of a fund recognised in clause 5.6.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the fund is clearly disappointing.
- (d) Where this provision has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation of this provision.

#### 5.6.7 *Enrolment*

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

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

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

#### 5.6.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 5.6.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.6.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.6.5, had they been paid on the due dates.

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

#### 5.6.9 *Exemptions*

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

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

#### **6.1 Hours of work**

6.1.1 Subject to clause 6.2 the ordinary working hours shall not exceed 40 in any one week and shall be worked in the following manner.

##### 6.1.2 *Night staff*

- (a) The ordinary weekly working hours for Night staff shall not exceed 40 in one week to be worked between 11.00 p.m. (Sunday to Thursday inclusive) to 11.00 a.m. (Monday to Friday inclusive). Commencing times may be staggered as determined by the employer.
- (b) Night staff are to be paid a Night Work Allowance of 5% over the prescribed Award rate of pay.

### 6.1.3 *Day staff*

- (a) The ordinary weekly working hours for Day staff shall not exceed 40 in any one week to be worked between 4.00 a.m. and 4.00 p.m., Monday, 5.00 a.m. to 5.00 p.m. Tuesday to Friday inclusive, and 9.00 a.m. to 5.00 p.m. on Saturday. Commencing times may be staggered as determined by the employer.
- (b) All work performed by day staff during ordinary hours on Saturday shall be paid for at the rate of time and a-half for the first 4 hours and double time thereafter.

## 6.2 **Qualifications to hours clause**

### 6.2.1 At the determination of the employer:

- (a) Up to 10 hours of ordinary time can be worked on any one day.
- (b) Each day's starting and finishing times of employees may be staggered.

### 6.2.2 *Starting and finishing work*

Preparation for starting and finishing work is to be in the employee's time, including washing hands, and changing clothes etc.

### 6.2.3 *Office workers - hours*

- (a) The ordinary working hours of Office Workers are to be an average of 38 hours per week, to be worked on one of the following bases, most suitable to the particular business, after consultation with and giving reasonable consideration to the employees concerned:
  - (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
  - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (b) Notwithstanding any other provision in clause 6.2.3, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- (c) Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the business concerned.
- (d) The employer and all employees concerned in each establishment shall consult over the most appropriate means of implementing and working a 38 hour week in accordance with clause 6.2.
- (e) The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.2.
- (f) The outcome of such consultation shall be recorded in writing.
- (g) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.
- (h) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.
- (i) 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 6.2.

## 6.3 **Overtime**

- 6.3.1 Subject to clause 6.3.2 and clause 6.1.3(b), all overtime worked within the spread of ordinary working hours is to be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.
- 6.3.2 All time worked outside the spread of ordinary working hours as listed in clause 6.1, shall be paid for at the rate of double time.
- 6.3.3 Except where otherwise mutually agreed, when overtime is worked for more than 2 hours after the usual ceasing time, not less than one-half hour shall be allowed for an unpaid meal break, and the employee shall be paid \$12.10 meal allowance except when notification of overtime has been given on the previous day.
- 6.3.4 Except where otherwise mutually agreed, when an employee is required to work overtime for more than 2 hours after the usual ceasing time, and works through the meal break, payment for such meal break shall be at double time.
- 6.3.5 Notwithstanding the provisions of clause 6.3.4, an employee may elect, with the agreement of the employer, to take the prescribed meal breaks at the completion of overtime worked.

#### **6.4 Time off in lieu**

- 6.4.1 Upon agreement between the employer and employee the normal time hours equivalent of the overtime hours worked in any pay period can be given as time off in lieu of payment for such overtime hours worked.
- 6.4.2 The time when such leave can be taken is to be by mutual agreement between the employee and employer but will be within 3 calendar months of when the overtime hours for which the time in lieu is being granted was worked

#### **6.5 Meal breaks**

- 6.5.1 Not less than 30 minutes nor more than one hour shall be allowed for a meal break on each day, to be taken as may be arranged between any employer and their employees: Meal breaks shall be staggered and taken as mutually agreed between the employee and the employer without penalty to the employer.
- 6.5.2 Night staff are to be allowed a meal break of 30 minutes duration to be taken as may be arranged between any employer and their employees, for which no deduction shall be made from an employee's wages. Such meal breaks shall be staggered and taken as mutually agreed between the employee and the employer without penalty to the employer.
- 6.5.3 Any employee called upon to work through their usual meal break, shall be paid double time for the duration of that meal break.

#### **6.6 Rest pauses**

- 6.6.1 Every employee covered by this Award shall be entitled to a rest pause of 20 minutes duration in the employer's time, during each shift worked. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.
- 6.6.2 The rest pause and the meal break shall be arranged in such a way that the working hours of each shift are broken up into approximately equal periods.

#### **6.7 Shift work**

##### *6.7.1 Minimum break between shifts*

An employee shall not start working within 10 hours of finishing their previous shift.

##### *6.7.2 Notice of change*

An employee is to be given a minimum of 48 hours' notice of change to their shift or in their usual hours of engagement. By agreement with the employee, the minimum period of notice can be waived.

### **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 employment be entitled to annual leave on full pay of 4 weeks.
- 7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual

leave and (subject to clause 7.1.5) shall be paid for by the employer in advance.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due, the employee's pay calculated in accordance with clause 7.1.5, for 4 weeks and also the employee's ordinary pay for any public holiday occurring during such period of 4 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid in addition to all other amounts due, an amount equal to 1/12<sup>th</sup> of the employee's pay for the period of the employees' employment calculated in accordance with clause 7.1.5.

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

(a) The rate of wage to be paid to all employees shall be the rate payable to them for work in their ordinary time, and including the night shift loading where applicable, according to the employee's roster or projected roster.

(b) A further amount calculated at the rate of 17 ½ % of the amount referred to in clause 7.1.5(a).

7.1.6 In the absence of any agreement, a minimum of 14 days notice of the date on and from which the employee's annual leave is to be taken is to be given to that employee.

7.1.7 Except as provided in clause 7.1, it shall not be lawful for the employer to give, or for any 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 64 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 8 hours' sick leave for each 6 weeks of employment.

(c) Payment for sick leave will be made based on the number of hours which would have been worked if the employee were not absent on sick leave.

(d) Sick leave may be taken for part of a day.

(e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

### *7.2.2 Employee must give notice*

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

### *7.2.3 Evidence supporting a claim*

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

### *7.2.4 Accumulated sick leave*

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

(a) The employee is absent from work on unpaid leave granted by the employer;

(b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;

(c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

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

#### 7.2.5 *Workers' compensation*

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

### **7.3 Bereavement leave**

#### 7.3.1 *Full-time and part-time employees*

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

#### 7.3.2 *Long-term casual employees*

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

#### 7.3.3 "Immediate family" includes:

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

#### 7.3.4 *Unpaid leave*

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

### **7.4 Long service leave**

7.4.1 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 Training and related matters leave**

7.6.1 Upon written application by an employee to the employer, the application being endorsed by the union and given to the employer at least 6 weeks in advance, such employee may be granted up to 5 working days leave (non-cumulative) on ordinary pay each calendar year to attend such employer or Union approved/accredited training



courses and/or seminars as agreed upon between the Union and the employer. The scope, content and level of such courses or seminars shall be such as to contribute to a better understanding of industrial relations within the employer's operations.

7.6.2 For the purpose of these provisions "ordinary" pay means at the ordinary weekly rate paid to the employee exclusive of penalty rates or any allowance for travelling time and fares.

7.6.3 The granting of such leave shall 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, or be the elected union delegate with not less than 3 months service.

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

Where the employer employs between 15 - 50 employees	1
Where the employer employs between 51 - 100 employees	2
Where the employer employs over 100 employees	4

(c) Clause 7.6 shall not apply to a workplace with less than 15 full-time employees under this Award.

(d) The maximum number of employees from an enterprise attending a training course at the same time shall be one where the employer employs between 51 - 100 employees, and 2 where the employer employs over 100 employees, unless mutually agreed between the parties.

(e) The elected delegate/representative of the Union will attend in the first instance with any subsequent attendee being a financial member of this Union.

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

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

(h) Leave granted to attend such training courses will not incur any additional payment or alternate time off if such course coincides with the employee's day off in the 19 day month working arrangements or with any other concessional leave granted or due to be taken.

(i) Such paid leave will not affect other leave granted to employees under this Award.

(j) On completion of the course, the employee shall, upon request, provide to the employer proof of their full-time attendance at the course. Non-attendance, or partial attendance, at the training course will result in the employee not being paid for such time during which the employee was absent.

## **7.7 Public holidays**

7.7.1 An employee (other than a casual employee) who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.

7.7.2 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.

### **7.7.3 Labour Day**

All employees covered by this Award shall be entitled to be paid a full day's wage for Labour Day (the first Monday of 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 shall be paid a full day's wage for that day and in addition a payment for the time actually worked by him at one and a-half times the ordinary rates prescribed for such work with a minimum of 4 hours.

#### 7.7.4 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 shall be paid for at the rate of double time and a-half with a minimum of 4 hours. No employee shall be entitled to receive more than one day per year as Show Day.

#### 7.7.5 Double time and a-half

For the purposes of this provision, where the rate of wages is a weekly rate, "double time and a-half" means one and one-half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

#### 7.7.6 Stand down

An employee, other than a casual employee, who:

- (a) is dismissed or stood down by the employer during the month of December in any year;
- (b) is re-employed by that employer at any time before the end of the month of January in the next succeeding year; and
- (c) had been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being dismissed or stood down;

shall be paid by the employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the holidays Christmas Day, Boxing Day, and the 1st January occurring during the period on and from the date of the dismissal or standing down to and including the date of re-employment.

#### 7.7.7 Other arrangements for pay for work on holidays

An employer and employee may agree that the employee shall be paid half time only for work performed on the public holiday in addition to the full day's wage to which the employee is entitled, and may take equivalent time in lieu at a mutually agreed time, within 28 days of such public holiday.

### 7.8 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**

No provisions inserted in this Award relevant to this Part.

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

### **9.1 Education and training**

- 9.1.1 The parties to this Award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, 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 utilisation of skills acquired.
- 9.1.2 All Brismark training courses prescribed in the Award shall be available to employees during the spread of hours defined in clause 6.1.
- 9.1.3 Any attendance by an employee at a similar external course, with relevant content, may be given consideration for credits of particular units in a Brismark course.
- 9.1.4 Employees will nominate for attendance at Brismark's prescribed training courses through their employers, who will evaluate the suitability of the employee for such nomination.
- 9.1.5 The employer has the right to refuse an employee attendance at a training course which is being conducted during that employee's ordinary time hours, if such attendance is deemed to be inappropriate or unsuitable to the ongoing operations of the business and/or the advancement prospects of the employee.
- 9.1.6 Education and training programmes may be undertaken either on or off the job, provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay.
- 9.1.7 Any cost associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Reimbursement shall be done on an annual basis subject to the presentation of reports of satisfactory progress and/or completion of the training programme.
- 9.1.8 Travel costs incurred by an employee undertaking training in accordance with clause 9.1, which exceed those normally incurred in traveling to and from work, shall be reimbursed by the employer.

### **9.2 Training Committee**

- 9.2.1 The Queensland Chamber of Fruit and Vegetable Industries Co-operative (Union of Employers) Limited shall be responsible for the establishment of a training committee to oversee the implementation and ongoing development and review of the training programs described in this Award.
- 9.2.2 The training committee will provide input as required to ensure that training programs are consistent with:
- (a) the current and future skill needs of the majority of Market enterprises;
  - (b) the size, structure and nature of the majority of operations of Market enterprises; and
  - (c) the need to develop vocational skill relevant to the majority of Market enterprises.
- 9.2.3 The training committee is to be constituted by equal numbers of employer and employee representatives and is to have the following charter.
- (a) Contributing to the training policy of the Brismark Education and Training Service.
  - (b) Reviewing training programmes so as to ensure their ongoing effectiveness.
  - (c) Assisting and guiding the development of new training programmes to meet the needs and skill requirements of Market employees.
  - (d) Assisting and advising the Brismark Education and Training Officer in promoting the awareness of training programmes and in the interpretation of training policy.

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

## **AMENITIES**

### **10.1 Amenities**

Amenities and physical working conditions shall be provided in accordance with the *Workplace Health and Safety Act 1995*, as amended or replaced from time to time.

## **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.

Dated 13 March 2003.

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

Operative Date: 12 May 2003