

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**BUTTER AND CHEESE FACTORIES AWARD -  
SOUTHERN DIVISION 2003**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Butter and Cheese Factories Award - Southern Division 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Butter and Cheese Factories Award - Southern Division 2003 as at 1 January 2011.

Dated 1 March 2011.

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

**BUTTER AND CHEESE FACTORIES AWARD -  
SOUTHERN DIVISION 2003**

**1.1 Title**

This Award is known as the Butter and Cheese Factories Award - Southern Division 2003.

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### **1.3 Date of operation**

This Award takes effect from 17 February 2003.

### **1.4 Coverage**

1.4.1 This Award applies to employees engaged in or in connection with butter and cheese factories within the Southern Division of the State of Queensland - that is, all that part of the State south of a line commencing at the junction of the sea-coast with 22 degrees of south latitude; then by that parallel of latitude west to 147 degrees of east longitude; then by that meridian of longitude south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude west to the western border of the State.

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

1.4.3 This Award shall not apply to employees covered by the *Dairy Products Industry - Queensco-Unity Dairyfoods Co-operative Association Limited and Malando Dairyfoods Limited Award - State 2004*.

## **1.5 Definitions**

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

1.5.2 "Commission" means the Queensland Industrial Relations Commission.

1.5.3 "Dairy Produce Laboratory Technician" means an employee who holds a current Dairy Produce Laboratory Technicians' Certificate of Competency, as issued by the Director of Dairying under the *Dairy Industry Act 1993*, and who is principally engaged within a registered Dairy Produce Laboratory carrying out tests, functions and duties within the parameters determined from time to time under the *Dairy Industry Act 1993* and Regulations to that Act.

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

## **1.6 Parties bound**

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and The Australian Workers' Union of Employees, Queensland 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.

### **2.2 Majority clause**

This Award applies in a limited way if employees covered by it are a minority of employees in an individual enterprise.

2.2.1 Employees covered by this Award are a minority of employees in an individual enterprise if:

(a) their employer's main enterprise of undertaking is other than *[insert description of minority work]*; and

(b) the majority of their employer's employees are covered by an award made, or an agreement approved, by the Australian Industrial Relations Commission or a State Commissioner.

2.2.2 If employees covered by this Award are a minority of employees, then:

(a) the award or agreement that applies to the majority of their employer's employees applies to them as a result of clause 2.2 to the extent that the award deals with allowable award matters and provisions incidental to such matters and necessary for the effective operation of the award; and

(b) the following provisions of this Award will continue to apply to them and will override any conflicting provisions in the award or agreement that apply to the majority of the employer's employees.

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

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

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

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

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

### **4.1 Employment categories**

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

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

- 4.2.1 Employees may be engaged on a part-time basis to work a number of ordinary hours less than the ordinary number of hours prescribed for weekly employees.
- 4.2.2 Part-time employees shall be entitled to the *pro rata* benefit of all of the provisions of the Award which apply to weekly employees, provided that the public holiday entitlements of part-time employees shall apply to those

hours on the public holiday which otherwise would have formed a part of the employee's regular weekly hours of work.

- 4.2.3 The ordinary hours of part-time employees (exclusive of meal times) shall be not less than 10 hours per week but less than 38 hours per week.
- 4.2.4 A part-time employee shall be advised of their commencing and ceasing time. Any work performed before or after such commencing and ceasing times will be considered overtime and paid as such.
- 4.2.5 Introduction of part-time work will, as far as practicable, be by consultation between the employer and employees in the work section or sections concerned. Notwithstanding these consultative procedures the employer shall have the right to make the final determination as to which employees are offered part-time employment.

### **4.3 Casual employment**

Casual employees, that is employees engaged as casuals and working an average of not more than 32 hours per week, shall for working ordinary time, be paid per hour 1/38th of the weekly wage prescribed for the work performed plus 23%, with a minimum engagement of 4 hours work or payment thereof.

### **4.4 Junior labour**

- 4.4.1 Junior labour shall not be employed in the handling of full cans or as bulk weigher in the butter-room.
- 4.4.2 Juniors shall not be required or permitted to stack or handle bags of salt weighing more than 282 kg.
- 4.4.3 The provisions of clause 4.4 shall not prevent a junior from being employed moving bags of salt with a barrow.

### **4.5 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)*.

### **4.6 Mixed functions**

An employee who is required to perform work on any day for which a higher rate of pay is prescribed in clause 5.1 shall be paid as follows:

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

### **4.7 Incidental or peripheral tasks**

- 4.7.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 4.7.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
- 4.7.3 Any direction issued by an employer pursuant to clauses 4.7.1 and 4.7.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **4.8 Anti-discrimination**

4.8.1 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 the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.8.2 Accordingly in fulfilling their obligations under the grievance and disputes settling procedure in this Award, 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.

4.8.3 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.

4.8.4 Nothing in clause 4.8 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*; or
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/ Anti-Discrimination Commission Queensland.

## **4.9 Termination of employment**

### *4.9.1 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.

### *4.9.2 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 two 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.

### *4.9.3 Notice of termination by employee*

The notice of termination required to be given by a full-time or part-time employee shall be one week. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.9.2(d) for a period of notice of one week.

### *4.9.4 Time off during notice period*

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

## **4.10 Introduction of changes**

### *4.10.1 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.

### *4.10.2 Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.10.1.
- (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.

## **4.11 Redundancy**

### *4.11.1 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 4.11.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

### *4.11.2 Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.11.1 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 4.9.
- (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.

#### 4.11.3 *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 (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.11.3, '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.

#### 4.11.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.11.1, 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.

#### 4.11.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.11.1, 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.

#### 4.11.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.9.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.11.1(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.

#### 4.11.7 *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.

#### 4.11.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.11.1(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.

#### 4.11.9 *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.

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

Clause 4.1 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.

#### 4.11.11 *Employees exempted*

Clause 4.11 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

#### 4.11.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.11 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

#### 4.11.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.11.6 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 transmitter; and
- (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

(b) The Commission may amend clause 4.11.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.11.14 *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

### 4.12 **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 rates**

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

Classification	Award Rate Per Week \$
Adults -	
Butter-makers, Cheese-makers	635.80
Dairy Produce Laboratory Technicians	634.10
Casein-makers Graders (cream)	631.10
Milk Dryer Operator, Spray system	626.70
Graders (milk), Testers, Pasteurisers, Pasteurisers (cheese processing)	626.00
Butter cutters (cutting over 4.57425 tonnes per week), Milk Dryer Operator, Roller system, Assistant to casein-maker, Block cheese packaging machine operators	619.90
Butter weighers in bulk	616.90
All other employees over 19 years of age	607.90

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

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

Note 2: The classification structure expresses the Award rate payable, being the combination of the minimum classification rate, a supplementary payment which includes the first, second and third \$8 per week safety net adjustments. The award rate includes all increases and adjustments arising as a result of the Second Tier, 1st and 2nd structural efficiency payment and structural efficiency adjustment.

#### 5.1.2 *Juniors*

The minimum rates of wages payable to juniors shall be calculated as follows:

	Percentage of minimum adult rate %
Under 16 years of age	45
16 and under 17 years of age	55
17 and under 18 years of age	65
18 and under 19 years of age	75

and thereafter the adult rate of wages prescribed for the class of work performed.

Junior 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.

Where juniors hold certificates of competency in milk or cream testing, milk or cream grading, pasteurising, butter-making, cheese-making or for Dairy Produce Laboratory Technician, and are employed in any of these classifications, they shall be paid the adult rate of wages for the class of work performed.

## 5.2 Allowances

### 5.2.1 Certificate allowance

General hands holding either Butter-making, Cheese-making, Dairy Produce Laboratory Technician's, Milk or Cream Grading, Milk or Cream Testing or Pasteurising Certificates shall be entitled to the following payments in addition to the rates prescribed in clause 5.1:

	Per Week
	\$
Butter-making, Cheese-making or Dairy Produce Laboratory Technician's Certificate	18.60
Milk or Cream Grading Certificate	14.50
Milk or Cream Testing or Pasteurising Certificate	12.40

### 5.2.2 Afternoon and night shift allowance

(a) In addition to the rates of pay prescribed by clause 5.1 of this Award, employees whilst engaged on afternoon shift and night shift, as defined, shall be paid an additional penalty rate for each such shift as follows:

Afternoon shift	12.5% (or \$9.70 whichever is the greater)
Night shift	15% (or \$9.70 whichever is the greater)

(b) For the purposes of clause 5.2.2:

- (i) 'Afternoon shift' shall mean a shift, other than a night shift as defined herein, commencing at or after 12 midday;
- (ii) 'Night shift' shall mean any shift commencing at or after 6.00pm or before 7.30am the following day, the major portion of which is worked between 6.00pm and 7.30am;
- (iii) The percentage which is quoted shall be the amount which is payable for each shift in addition to the employee's ordinary time wage rate.

(c) No employee shall as a result of clause 5.2.2 suffer any reduction to their current entitlement to shift allowance.

### 5.2.3 Fork lift allowance

Any employee required to drive a fork lift shall be paid 40.95c per hour in addition to their ordinary rate of wages.

### 5.2.4 Lavatory cleaning allowance

Employees called upon to clean lavatories and urinals shall be paid \$2.03 extra on any day on which they are so employed.

### 5.2.5 Supervisory allowance

Any person in charge of other employees shall be paid the following in addition to the rates prescribed in clause 5.1:

	Per Week
	\$
When in charge of 3 and no more than 5 employees	13.90
When in charge of over 5 but less than 10 employees	20.60
When in charge of 10 or more employees	27.90

### 5.2.6 Roma and Miles

All adult employees at Roma shall be paid \$1.05 per week in addition to the rates herein prescribed, and youths *pro rata*.

All adult employees at Miles shall be paid 60c per week in addition to the rates herein prescribed, and youths *pro rata*.

#### 5.2.7 *Unloading coal from trucks*

In addition to the rates herein prescribed, employees coming under this Award, if employed in unloading coal from trucks, shall be paid 37c per day extra whilst so employed.

### **5.3 Payment of wages**

5.3.1 Payment of wages shall be made weekly, not later than Friday, unless otherwise mutually agreed upon by the majority of employees and the employer.

5.3.2 When an employee is discharged or leaves their employment they shall be paid their wages as soon as practicable, and, in any case, within 24 hours after making application for same, except where a bank holiday 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.

5.3.3 Each employee shall be supplied with a statement setting out the total amount earned at ordinary rates, and any additional amounts together with particulars of items for which deductions have been made.

### **5.4 Superannuation**

5.4.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees, as defined herein, shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.4.

#### 5.4.2 *Contributions*

(a) Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in this clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:

Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.

(b) Minimum level of earnings - The employer shall not be required to pay superannuation contributions on behalf of any eligible employee in respect of any week during which such employee receives less than 10 hours pay in ordinary time earnings.

(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.

#### 5.4.3 *Definitions*

(a) "Eligible employee" means any employee who has been employed by the employer during 6 consecutive weeks and who has worked a minimum of 60 hours during that period. On completion of the above qualifying period, superannuation contributions shall be made in accordance with clause 5.4.2 respectively to the commencement of that period:

Provided that any employee covered by this Award who has a break in employment in excess of 3 months, shall upon re-employment be required to complete the prescribed eligibility period before contributions are again made in accordance with the principles contained herein.

(b) "Ordinary time earnings" means the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading and leading hand allowance where applicable. Ordinary time earnings shall not include overtime, disability allowances, penalty rates, fares and travelling time allowances, annual leave loadings, lump sum termination payments or any other extraneous payments of a like nature.

#### 5.4.4 *For the purposes of this Award, an approved fund means -*

(a) Sunsuper;

(b) Austsafe;

- (c) Such other scheme or fund as agreed to between the relevant employer/Union(s) parties to this Award and recorded in an approved Industrial Agreement; or
- (d) In relation to any particular employer, any other scheme or fund to which that employer was already making Superannuation contributions on behalf of their employees as at 25 July 1989.

#### 5.4.5 *Fund selection*

No employer shall be required to make contributions into more than one fund at any time.

Employees in schemes or funds covered by clause 5.4.4(d) shall have the right to choose to have contributions specified in clause 5.4.2, paid into a scheme or fund as defined in clause 5.4.4(a) and (b), as decided by a majority of employees.

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.

- (a) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
- (b) A person must not coerce someone else to make an agreement.
- (c) 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.
- (d) 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.

#### 5.4.6 *Enrolment*

- (a) Each employer shall notify each employee of their eligibility to occupational superannuation entitlements and shall take all reasonable steps to ensure that each employee, upon becoming eligible, signs the necessary application forms provided by the employer, to join the scheme or fund.
- (b) Each employee shall be required to properly complete the necessary application forms to become a member of the appropriate scheme or fund and return them to the employer in order to be entitled to the contributions prescribed in clause 5.4.2.
- (c) Subject to the employer having complied with the requirements of clause 5.4.6(a), where any employee fails to sign and return to the employer the required superannuation scheme/fund application forms within a month of becoming eligible, such employee shall become entitled only to the contributions prescribed by clause 5.4.2 from the date on which such signed forms are returned to the employer.

#### 5.4.7 *Operative date*

No employer shall be required to make occupational superannuation contributions for any period prior to 1 August 1989 as a result of clause 5.4.

#### 5.4.8 *Cessation of contributions*

An employer shall 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.

#### 5.4.9 *Exemptions*

An employer may apply to the commission for exemption from the provisions of clause 5.4 on the basis of incapacity to pay the costs associated with its implementation, or for any other special or compelling circumstances peculiar to the enterprise.

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

### **6.1 Hours**

6.1.1 Subject to clause 6.1.8 (Working of a 38 hour week), and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week, to be worked in one of the following ways:

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

6.1.2 The ordinary hours of work may be worked on any 5 consecutive days in the week, Monday to Sunday inclusive, subject to the following:

- (a) Ordinary hours worked on a Saturday or Sunday shall be paid at the appropriate week-end penalty rate specified in 6.3 (Week-end work).
- (b) Any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement between the employer and the majority of employees concerned.
- (c) In any arrangement of hours which exceeds 8 ordinary hours on any day or which includes a Saturday or Sunday as ordinary hours, the branch secretary of the Union shall be notified in writing within 14 days of commencement of work under any arrangement.

6.1.3 The ordinary hours of work on any day or shift shall not exceed 10 per day or shift and shall be worked continuously except for meal breaks and rest pauses between 6 a.m. and 6 p.m. The spread of hours prescribed herein may be altered as to all or a section of employees or the ordinary starting and finishing times of various groups of employees or individual employees may be staggered, provided there is agreement between the employer and the majority of employees concerned.

The branch secretary of the Union shall be notified in writing within 14 days of commencement of work under such agreed arrangements:

Provided further that work done by day workers outside the hours of 6 a.m. to 6 p.m. shall be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of clause 6.1.3.

6.1.4 A daily meal time of not less than one-half hour nor more than an hour shall be allowed in the employee's time, and shall be taken as mutually agreed upon between the employer and the employees:

Provided that any such meal time shall commence not earlier than 3 and one-half hours and not later than 6 hours after the ordinary daily commencing time.

6.1.5 Shift work may be worked in accordance with a roster as agreed between the employer and the majority of employees affected in the section or sections concerned.

The secretary of the Union shall be notified in writing by the employer of the details of such agreement within 14 days of the commencement of work under such agreed conditions.

6.1.6 Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.

6.1.7 Where practicable every employee covered by this Award shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the working day. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary:

Provided that where, through appropriate consultation, 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.

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 combination of rest pauses into one 20 minute rest pause.

6.1.8 *Working of a 38 hour week*

(a) The 38 hour week will be worked on one of the following bases, most suitable to the particular enterprise, after consultation with and giving reasonable consideration to the wishes of the employees concerned:

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

- (ii) by employees working less than 8 ordinary hours on one or more days each work cycle; or
- (iii) by fixing one or more work days on which all employees will be off during a particular work cycle; or
- (iv) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

The employer and the majority of employees concerned may agree to accrue up to a maximum of 12 rostered days off.

Consent to accrue rostered days off shall not be unreasonably withheld by either party. Where such agreement has been reached, the accrued rostered days shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. In all cases rostered days off shall be taken at times to suit the employer's work requirements.

- (b) Subject to the provisions of 6.1.9, employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.
- (c) Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the enterprise concerned.

#### 6.1.9 *Procedures for enterprise level discussions*

- (a) The employer and all employees concerned in each establishment shall consult over the most appropriate means of working a 38 hour week.
- (b) The objective of such consultation shall be to reach agreement on the method of working the 38 hour week.
- (c) The outcome of such consultation shall be recorded in writing.
- (d) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their Union or employer organisation.
- (e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.
- (f) 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 provisions of clause 6.1.

## 6.2 **Overtime**

- 6.2.1 All time worked before the ordinary commencing time or after the ordinary ceasing time shall be deemed overtime.
- 6.2.2 All overtime, except as hereinafter provided, shall be paid for at one and a-half times the ordinary rate for the first 3 hours on any one day, after which double time shall be paid until the ordinary starting time next morning.
- 6.2.3 Overtime worked by shift workers shall be paid for at the rate of double time.
- 6.2.4 All work done by employees on their days off shall be paid for at the rate of double time.
- 6.2.5 All work done in butter factories on Sundays shall be paid for at double rates.
- 6.2.6 All work done during the recognised meal period shall be paid for at the rate of double time, such payment to continue until a meal period has commenced. Such meal period shall be of the prescribed duration.
- 6.2.7 Where an employee is called upon to work overtime for 4 hours or more before the ordinary commencing time, they shall at the expiration of 4 hours, be allowed one-half hour for a meal in the employer's time, and a further one-half hour in the employer's time at the completion of every additional 4 hours' overtime worked.
- 6.2.8 Where an employee is called upon to work overtime for 4 hours or more before the ordinary commencing time they shall be supplied with a meal by the employer at each of the meal times allowed in accordance with clause 6.2.7, or shall be paid in lieu thereof an allowance of \$12.10 for each such meal.

- 6.2.9 Where an employee is called upon to work for more than one hour before the ordinary commencing time without receiving notice on their previous shift that they would be required to work such overtime, they shall be supplied with a meal by the employer or shall be paid an allowance of \$12.10 in lieu thereof.
- 6.2.10 Where an employee is called upon to work overtime for more than 2 hours' overtime, or more than one hour if overtime continues beyond 6 p.m., they shall be allowed one-half hour for a meal in the employer's time and a further one-half hour in the employer's time at the completion of every additional 4 hours' overtime worked.
- 6.2.11 An employee who is required to continue work after the usual ceasing time shall be supplied with a reasonable meal at the employer's expense, or be paid a meal allowance of \$12.10 in lieu thereof, after more than 2 hours overtime, or after more than one hour if overtime continues beyond 6 p.m.
- 6.2.12 Where an employee has provided themselves with meals because of receipt of notice to work overtime, they shall, in the event of the work not being done or ceasing before the respective meal times, be paid an allowance of \$12.10 for each meal so provided.
- 6.2.13 Any employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not at least 10 consecutive hours off duty between those times shall, subject to clause 6.2.13 be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of their employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, they shall be paid double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that, where an employee is recalled to work after the ordinary ceasing time, overtime worked in such circumstances shall not be regarded as overtime for the purposes of clause 6.2 where the actual time worked is less than 2 hours on such recall or on each of such recalls.

The provisions of clause 6.2.13 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

- (a) For the purpose of changing shift rosters; or
  - (b) Where a shift worker does not report for duty; or
  - (c) Where a shift is worked by arrangement between the employees themselves.
- 6.2.14 Employees recalled to work following ordinary ceasing time shall be provided with a minimum of 3 hours work or payment therefor at the appropriate overtime rate.

Employees called in to work prior to ordinary commencing time shall be provided with a minimum of 2 hours work or payment therefor at the appropriate overtime rate.

Employees required to come into work on rostered days off or holidays shall be provided with a minimum of 4 hours' work or payment therefor at the appropriate overtime rate.

### **6.3 Week-end work**

All ordinary time worked between midnight on Friday and midnight on Sunday shall be paid for at one and a-half times the ordinary rate.

Any time worked in excess of the ordinary daily hours provided for in this Award on any day or shift during the above period shall be paid for at double ordinary rates.

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

### **7.1 Annual leave**

- 7.1.1 Every employee (other than a casual employee) shall at the end of each year of their employment be entitled to annual leave on full pay as follows:
- (a) not less than 5 weeks if employed on shift work where 3 shifts per day are worked over a period of 7 days per week; and
  - (b) not less than 4 weeks in any other case.



7.1.2 Such annual leave is exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) must be paid by the employer in advance.

- (a) in the case of any and every employee in receipt immediately prior to that leave of ordinary wages at a rate in excess of the ordinary wages payable under clause 5.1, 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 termination of the employment and shall immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.5, for 4 or 5 weeks as the case may be and also their ordinary time rate of pay for any public holidays occurring during such period of 4 or 5 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/9th of their pay for the period of their employment if they are an employee to whom clause 7.1.1(a) applies, and 1/12th of their pay for the period of their employment if they are an employee to whom clause 7.1.1(b) applies, calculated in accordance with clause 7.1.5.

#### 7.1.5 *Calculation of annual leave pay*

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

- (a) Shift workers - Subject to clause 7.1.5(c), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.
- (b) Leading hands etc. - Subject to clause 7.1.5(c), leading hand allowances otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to the provisions of clause 7.1.5(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
  - (i) the employee's ordinary wage rate as prescribed in clause 5.1 for the period of the annual leave (excluding shift premiums and weekend penalty rates);
  - (ii) leading hand allowance prescribed in clause 5.2;
  - (iii) a further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.5(c)(i) and 7.1.5(c)(ii).
- (d) Clause 7.1.5(c) does not apply to the following:
  - (i) any period or periods of leave exceeding:
    - 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
    - 4 weeks in any other case.
  - (ii) employers who are already paying an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.6 Part-time employees shall be entitled to *pro rata* annual leave based upon the number of hours worked per week in the preceding year of employment.

7.1.7 Reasonable notice shall be given to each employee of such annual leave becoming due.

## **7.2 Sick leave**

### 7.2.1 *Entitlement*

- (a) Every employee, except casuals, pieceworkers, and school-based apprentices and trainees is entitled to 60.8 hours sick leave for each completed year of their employment with their employer.

- (b) This entitlement will accrue at the rate of 7.6 hours sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that 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.
- (f) Part-time employees accrue sick leave on a proportional basis.

#### 7.2.2 *Employee must give notice.*

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

#### 7.2.3 *Evidence supporting a claim*

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence to the employer's satisfaction, 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; or
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The 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.

7.3.5 The employee shall be entitled to a maximum of 2 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an employee's immediate family or household, and where such employee travels outside of Australia to attend the funeral.

### 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 7.6.6 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, 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 *Substitution*

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

### **7.7 Jury service**

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

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

### **8.1 Employees becoming ill**

Where employees are injured seriously or fall seriously ill at their work, the employer shall provide means of getting them to the nearest hospital, or pay expenses of transmission to hospital.

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

### **9.1 Commitment to training**

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

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and

(c) removing barriers to the use of skills acquired.

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

### **10.1 First aid kits**

First aid kits in suitable and secure cases shall be provided at central positions on the works, so as to be at all times readily available for the use of employees.

### **10.2 Clock for employees**

A clock shall be placed in a place visible to all employees, and kept in good working order.

### **10.3 Accommodation**

The employer shall provide for employees all necessary sanitary accommodation, change-rooms, with showers, and a sufficient supply of boiling water at meal hours.

### **10.4 Garments to be laundered**

10.4.1 Each employee shall be supplied with 3 washable outer garments per year for use in the performance of their work in and about the factory, such outer garments to remain the property of the employer; or in lieu thereof they shall be paid an allowance of \$2.50 per week.

10.4.2 Such outer garments shall be laundered free of charge by the employer, or an allowance of \$5.00 per week shall be paid to the employee in lieu of such laundering:

Provided that such laundry allowance shall not be payable for any period of paid leave.

10.4.3 Employees washing churns, vats or cans, or handling ice, shall be provided with waterproof aprons, or other suitable protective apparel, free of charge.

### **10.5 Work in rain**

An employee who is required to work in rain heavy enough to wet the clothes of the employee shall, at the option of the employer, be either provided by the employer with waterproof protective clothing or shall be paid double rates for all such work. Where double rates are payable in accordance with clause 10.5 they shall be payable for the period commencing from the start of such work until the employee is able to change into dry clothing or until the employee finishes their work, whichever is the earlier.

### **10.6 Disinfectant**

Disinfectant shall be provided by the employer for waste water pits and wherever else it may be required.

### **10.7 Rubber boots**

Suitable waterproof boots shall be supplied free of charge to employees where they are necessary to prevent the feet of the employees becoming thoroughly wet. At least one pair of suitable waterproof knee boots shall be available free of charge for the employee cleaning out waste water pits. When not in use the boots shall be stored by the employee as required by the employer:

Provided that until waterproof boots are again available employees entitled to be supplied with waterproof boots as prescribed by clause 10.7 shall be supplied free of cost with strong full-soled working boots of good quality leather.

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

#### 11.1.3 *Inspection of records*

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

#### 11.1.4 *Discussions with employees*

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

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

#### 11.1.5 *Conduct*

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

## **11.2 Time and wages record**

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

- (a) the employee's award classification;
- (b) the employer's full name;

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's enterprise 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 Posting of award

A copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the employer.

### 11.4 Union tickets

The employer shall on the request in writing of any employee pay to the Union out of the money due to such employee in respect of wages the annual contribution of such employee as a member of the Union.

## Schedule 1

List of employers with 2nd Tier Orders which to varying degrees modify the provisions of this Award

Name	Case No.	Date of Order
Councils of the Brisbane College of Advanced Education; Capricornia Institute of Advanced Education; Darling Downs Institute of Advanced Education; Gold Coast College of Advanced Education; Queensland Agricultural College; Queensland Conservatorium of Music; and the Queensland Institute of Technology	B765/88	23. 9.88
The Queensland Dairy Product Manufacturers Association Inc.	B4/89	19. 1.89
South Coast Co-operative Dairy Association Ltd.	B201/89	29. 5.89

Port Curtis Co-operative Dairy Association Limited

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B244/89 5.7.89

Dated 18 December 2002.

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

Operative Date: 17 February 2003