

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**DAIRY PRODUCTS INDUSTRY - QUEENSCO-UNITY DAIRYFOODS CO-OPERATIVE ASSOCIATION LIMITED AND MALANDA DAIRYFOODS LIMITED AWARD - STATE 2004**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Dairy Products Industry - Queensco-Unity Dairyfoods Co-operative Association Limited and Malanda Dairyfoods Limited Award - State 2004 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 Dairy Products Industry - Queensco-Unity Dairyfoods Co-operative Association Limited and Malanda Dairyfoods Limited Award - State 2004 as at 1 September 2010.

Dated 1 November 2010.

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

**DAIRY PRODUCTS INDUSTRY - QUEENSCO-UNITY DAIRYFOODS CO-OPERATIVE ASSOCIATION LIMITED AND MALANDA DAIRYFOODS LIMITED AWARD - STATE 2004**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Dairy Products Industry - Queensco-Unity Dairyfoods Co-operative Association Limited and Malanda Dairyfoods Limited Award - State 2004.

**1.2 Arrangement**

Subject Matter	Clause No.
----------------	------------

**PART 1 - APPLICATION AND OPERATION**

Title	1.1
Arrangement	1.2
Date of operation	1.3
Award coverage	1.4
Definitions	1.5
Area of operation	1.6
Parties bound	1.7
Supersession	1.8

**PART 2 - FLEXIBILITY**

Enterprise flexibility.	2.1
-------------------------	-----

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

Workplace consultation	3.1
Grievance and dispute settling procedure	3.2

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

Employment categories	4.1
Part-time employment	4.2
Casual employment	4.3

Subject Matter	Clause No.
Two or more classes of work	4.4
Anti-discrimination	4.5
Contract of employment	4.6
Termination of employment	4.7
Introduction of changes	4.8
Redundancy	4.9

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

Wage rates	5.1
Allowances	5.2
Payment of wages	5.3
Superannuation	5.4

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

Hours of work	6.1
Overtime	6.2
Weekend work	6.3

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

Annual leave	7.1
Sick leave	7.2
Bereavement leave	7.3
Long service leave	7.4
Family leave	7.5
Public holidays	7.6
External industrial relations training leave	7.7
Jury service	7.8

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

No provisions inserted in this Award relevant to this Part.

#### PART 9 - TRAINING AND RELATED MATTERS

Commitment to training	9.1
------------------------	-----

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

Working clothes	10.1
Protective equipment	10.2

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

Right of entry	11.1
Time and wages record	11.2
Union encouragement	11.3
Posting of Award	11.4

#### SCHEDULE A - CLASSIFICATION STRUCTURE

##### **1.3 Date of operation**

This Award takes effect from 10 November 2004.

##### **1.4 Award coverage**

This Award applies to the Employers and to employees of the Employers throughout the State Queensland, who are employed in the classifications contained in this Award and whose rates of pay are prescribed by this Award and who are engaged in the manufacture and distribution of dairy and other products and shall operate to the complete exclusion of any other applicable State Award which would otherwise cover the terms and conditions of employees employed by the Employers.

## **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 "Day Work" means any roster of working hours that falls within the ordinary working hours agreed by the Employer and the majority of employees, in a section or sections.

Such ordinary working hours shall be between 6.00 a.m. to 6.00 p.m. Monday to Sunday unless otherwise mutually agreed.

1.5.4 "Employers" means:

(a) Queensco-Unity Dairyfoods Co-operative Association Limited (ARBN 056 658 176)

(b) Malanda Dairyfoods Limited (ACN 068031550)

1.5.5 "Leading Hand" means an employee appointed by the Employer, who in addition to performing normal duties has the specific responsibility of supervising the work of others.

No leading hand allowance shall apply to Level 5, Level 6 and Level 7 employees, as such responsibilities are recognised within the classification structure.

1.5.6 "Ordinary Pay Rate" means the ordinary time rate of pay for the employee concerned:

Provided that such rate shall exclude overtime, penalty rates, disability allowances, shift allowances, special rates, loadings, fares and travelling time allowances, bonuses, and any other ancillary payments of a like nature.

1.5.7 "Seasonal Employee" means an employee engaged on either a weekly or part-time basis by mutual agreement, for a fixed term of not more than 3 months. Acceptance of such fixed term is to be agreed in writing and signed by both the Employer and employee on the day of initial "seasonal" engagement. Such period may be extended by agreement in writing between the parties.

If an engagement is extended more than twice, such employee will automatically become a permanent full-time employee.

1.5.8 "Shift Work" means any roster of working hours agreed to, other than those of day work.

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

## **1.6 Area of operation**

This Award applies throughout the State of Queensland and for the purposes of this Award, the Divisions and Districts are as follows:

### *1.6.1 Divisions*

(a) Northern Division - That portion of the State along or north of a line commencing at a junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.

(b) Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.

(c) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

### *1.6.2 Districts*

(a) Northern Division:

(i) Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

(ii) Western District - The remainder of the Northern Division.

(b) Southern Division:

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

## **1.7 Parties bound**

This Award is legally binding upon the employees and the Employers as prescribed in clause 1.4 and the Union and its members.

## **1.8 Supersession**

As from the date of operation of the Award, this Award supersedes the Dairy Products Industry - Queensco-Unity Dairyfoods Co-operative Association Limited - Industrial Agreement (No. IA5 of 1993) and also supersedes the Butter and Cheese Manufacturing Award - Northern and Mackay Divisions 2003 and the Milk Treatment, Milk Products Manufacture and Milk, Etc., Distribution Award - Northern and Mackay Divisions 2003 in relation to Malanda Dairyfoods Limited.

## **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 Workplace consultation**

- 3.1.1 The development of effective ongoing participation/consultative practices can lead to advantages for both the Employer and employees. It is therefore desirable that participative/consultative mechanisms, established at local level be continued.
- 3.1.2 Consultative mechanisms/practices shall be implemented where agreement exists between the Employer and employees.
- 3.1.3 The form, structure and method of implementing consultative mechanism/practices shall be as determined at the local level through negotiations between the Employer, employees and the Union consistent with agreed consultative models, provided however that the Union shall be represented in the consultative process by duly elected employee representatives.
- 3.1.4 The Union agrees that at the local level where agreed consultative mechanisms/practices are in place to allow through the consultative process the application of designated award conditions in a more flexible manner. The Union shall be party to any agreement where the employees genuinely agree.
- 3.1.5 The process of consultative practices is a mechanism through which employees can be involved in and positively contribute towards managements' decision making process. All decisions are encouraged to be reached through consultative mechanisms/practices, however managerial prerogative is acknowledged.

### **3.2 Grievance and dispute settling procedure**

- 3.2.1 A procedure for the avoidance of industrial disputes shall apply to the parties covered by this Award.

In the event that implementation of this Award gives rise to change requiring clarification or interpretation of the issues involved, such issues shall be dealt with in accordance with clause 3.1.

Any changes arising from increased flexibility provisions in this Award shall be introduced initially on a trial basis for an agreed period.

Referral to clause 3.1 shall not prevent or inhibit access to the dispute settlement procedure as set out in the clauses below.

The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation; co-operation and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and the consequential loss of production and wages.

3.2.2 In the cases of dispute, the following procedure is to apply,

- (a) (i) discussions between the employee(s) concerned, and on request, the appropriate union delegate(s), and the immediate supervisor; then, if not resolved,
- (ii) discussions involving the employee(s), delegate(s) and more senior management; then if not resolved,
- (iii) discussions involving representative(s) from the State Branch of the Union and the appropriate senior company representative(s);
- (b) There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (c) Throughout all stages of the procedure, all relevant facts shall be clearly identified and recorded.
- (d) Sensible time limits shall be allowed for the completion of the various stages of the discussions.
- (e) Emphasis shall be placed on negotiated settlements. However, if the negotiation process is exhausted without the dispute being resolved, the matter shall be referred to the Commission for assistance in resolving the dispute.
- (f) In order to allow for the peaceful resolution of grievances, the parties are committed to avoid stoppages of work, bans or limitations on the performance of work while the procedures of negotiation and conciliation are being followed.
- (g) The parties shall ensure all practices applied during the operation of the procedure are in accordance with healthy and safe working practices and consistent with established custom and practice at the workplace.

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

##### **4.1 Employment categories**

4.1.1 Employees, other than casuals, shall be engaged on a weekly basis.

4.1.2 At time of engagement, the Employer shall clearly indicate to the employee concerned whether the employee's contract of employment is that pertaining to a weekly, part-time, casual or seasonal employee position and inform new employees (other than casuals) that engagement shall be by the week. Employment categories are:

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

- 4.2.3 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.
- 4.2.4 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.
- 4.2.5 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. Where the employee works on the holiday, such employee shall be paid in accordance with clause 7.6 of this Award.
- 4.2.6 Part-time employees shall not be entitled to rostered days off.

### **4.3 Casual employment**

A casual employee means an employee engaged as such, and working not more than 38 ordinary hours per week. A casual employee, for working ordinary time, shall 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.

### **4.4 Two or more classes of work**

An employee under this Award, who on any day performs work for more than 4 hours for which a higher rate is paid, shall receive such higher rate for the whole of that day. Where the work performed at the higher rate is for a period of 4 hours or less, the higher rate shall be paid for a minimum of 4 hours:

Provided that clause 4.4 shall not apply where the work is performed for the purpose of approved training and has been agreed under clause 3.1.

### **4.5 Anti-discrimination**

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

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

4.5.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.2, 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.

4.5.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.5.4 Nothing in clause 4.5 is to be taken to affect:

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

### **4.6 Contract of employment**

4.6.1 The parties acknowledge that all reasonable measures, as agreed under clause 3.1, shall be taken to ensure the proper security of all property (both material and intellectual) owned by the Employer.

4.6.2 The Employer may direct an employee to carry out such duties and use such tools as are reasonably within the limits of the employee's skill, competence and training consistent with the classification structure of this Award

provided that such duties shall not promote de-skilling.

4.6.3 Any direction issued by the Employer pursuant to the provisions of clause 4.6 shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

#### **4.7 Termination of employment**

As a minimum, the terms and conditions of the statement of policy of Termination of Employment, Introduction of Changes, Redundancy contained in the decision of the Full Bench of the Commission dated October 29, 2003, and published in 174 QGIG, 908 will apply to this Award.

##### *4.7.1 Statement of employment*

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

##### *4.7.2 Termination by employer*

(a) The 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 of age or over and who have completed at least 2 years' continuous service with the Employer shall be entitled to an additional week's notice.

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

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

(d) Provided that for Level 1 employees (other than casuals) the first 3 months of employment shall be a probationary period during which 2 days' notice by either side shall be sufficient to terminate the engagement or in lieu 2 days' wages shall be paid or forfeited. Upon completion of the probationary period, it shall be incumbent on the Employer to advise the employee that the employment position is confirmed or that, in accordance with probationary provisions, the contract of employment has been concluded. Failure by the Employer to act in accordance with the provisions of the preceding clause, shall be construed as confirming the employee's contract of employment.

(e) 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.

(f) 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.

(g) Where an employee is absent from work for a continuous period longer than three (3) working days without notifying the Employer as to the reasonable cause of such absence, the employee shall be deemed to have abandoned employment.

Termination of employment by abandonment in accordance with the clause, shall operate as from the date of the last attendance at work, or the last days absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Employer, whichever is the latter.

##### *4.7.3 Termination by employee*

The notice of termination required to be given by an employee shall be one week. In the event of such notice not being given one week's wages shall be forfeited.

## **4.8 Introduction of changes**

### *4.8.1 Employer's duty to notify*

- (a) Where the Employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the Employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) "Significant effects" includes termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

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

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

- (a) The Employer shall consult the employees affected and, where relevant, the union about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the Employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in the clause 4.8.1.
- (c) For the purpose of such consultation the Employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

## **4.9 Redundancy**

### *4.9.1 Consultation before terminations*

- (a) Where the 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 (a) of the clause 4.9.1 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 the Employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the Employer's interests.

### *4.9.2 Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in the clause 4.9.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.7.
- (b) The Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the Employer would have been liable to pay and the new lower

amount the Employer is liable to pay the employee for the number of weeks of notice still owing.

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

#### 4.9.3 *Transmission of business*

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

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

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

#### 4.9.5 *Notice to Centrelink*

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

#### 4.9.6 *Severance pay*

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

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

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

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

(\*In the instance where commission payments, in whole or in part, are a feature of the Award, then reference to s. 7 of the *Industrial Relations Regulations 2000* offers assistance in the method of calculation to be adopted.)

#### 4.9.7 *Superannuation benefits*

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

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

#### 4.9.8 *Employee leaving during notice*

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

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

#### 4.9.9 *Alternative employment*

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

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

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

#### 4.9.11 *Employees exempted*

Clause 4.9, shall not apply:

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

(\*A reference to seasonal employees, or employees engaged by the hour or day, may be included where such employees are a feature of the Award.)

#### 4.9.12 *Employers exempted*

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

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

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

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

#### 4.9.14 *Incapacity to pay*

The 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.

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

#### **5.1 Wages rates**

##### 5.1.1 *Wage rates*

Classification	Relativity %	Rate \$
Dairy Operative Level 7	110	723.70
Dairy Operative Level 6	105	702.90
Dairy Operative Level 5	100	682.00
Dairy Operative Level 4	96	663.30
Dairy Operative Level 3	92	646.60
Dairy Operative Level 2	88	629.90
Dairy Operative Level 1a	85	617.40
Dairy Operative Level 1b	83	609.10

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 and 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.

"Overaward" arrangement is defined as the amount in rates of pay which an employee would receive in excess of the minimum Award wage as prescribed in this Award of the classification in which such employee is engaged which applied immediately prior to the date of operation of this amendment:

Provided that this definition shall exclude overtime, shift allowances, penalty rates, expense related allowances, industry allowances, disability allowances, vacation allowances, vacation allowances, special rates or allowances, responsibility allowances, or any other ancillary payments of a like nature described by this Award.

### 5.1.2 *Junior labour*

Juniors - The following percentages of the adult rates shall apply:

Aged 16 years and under	55%
Aged 17 years	65%
Aged 18 years and over	100%

These junior rates will only apply to Level 1a and Level 1b.

## 5.2 **Allowances**

### 5.2.1 *Leading hand allowance*

	Per Week \$
In charge of -	
3 to 5 employees	12.92
6 to 9 employees	19.63
10 or more employees	25.91

### 5.2.2 *Shift allowance*

Shift allowance will be paid on shifts other than day shift at 15% per shift in addition to the ordinary pay rate for the class of work performed. This allowance shall not apply when overtime rates apply or to shift work performed on public holidays when penalty rates apply, or on Saturdays and Sundays when the weekend rate applies.

This clause has been inserted as a result of an application to make this Award arising from the decision of the Full Bench of the Commission on 3 August 2004 (and published at (2004) 176 QGIG 698-700) to move to declare Industrial Agreements obsolete. Given the origin of this clause the provisions contained within are not to be used as a precedent for any other matter whatsoever.

### 5.2.3 *Occupational health and safety officer allowance*

An employee who is accredited and appointed by the Employer as an Occupational Health and Safety Officer shall be paid an allowance for all purposes of the Award an amount equal to 5% of a Dairy Operative Level 5 Employee over and above their weekly wage.

### 5.2.4 *First aid allowance*

Employees holding first aid certificates who are nominated by the Employer to be first aid attendants for their section will be paid an allowance of \$12.22 per week.

### 5.2.5 *Divisional and district allowances*

- (a) Adult employees (21 years and over) in the Mackay Division shall be paid 90 cents per week and adult employees (21 years and over) in the Eastern District of the Northern Division shall be paid \$1.05 per week in addition to the rates above prescribed.
- (b) Western allowance - In addition to the rates of wages for the Eastern Districts, the following Western allowances shall be paid to employees to whom this Award applies employed in the Western Districts of the Southern and Northern Divisions:

In the case of adults of the age of 21 years and over in the Western District of the Southern Division	\$1.05 per week.
In the case of juniors under the age of 21 years in the Western District of the Southern Division	53 cents per week.
In the case of adults of the age of 21 years and over in the Western District of the Northern Division	\$2.20 per week.

### **5.3 Payment of wages**

- 5.3.1 Wages shall be paid weekly or fortnightly, as agreed, by means of electronic fund transfer (EFT) into agreed banks or other recognised financial institution accounts of each employee. Transfer costs associated with EFT shall be met by the Employer.
- 5.3.2 At the end of each pay period each employee shall be provided with a statement showing earnings and deduction details in accordance with the Act.
- 5.3.3 Except in the case of termination of misconduct, or where notice has been forfeited, all wages due to an employee shall be paid on the day of termination.
- 5.3.4 In the case of employees dismissed outside of the ordinary office hours, termination wages shall be available no later than four (4) hours after the commencement of office hours on the following ordinary working day.
- 5.3.5 Where practicable, all wages shall be paid by electronic funds transfer directly into an employee's account in any financial institution, with EFT facilities nominated by the employees and prior to normal ceasing time on the nominated pay day.

### **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) Regular payment - The Employer shall pay such contributions to the credit of each such employee in accordance with the requirements of the Approved Fund Trust Deed, but in any event at least once each calendar month.
- (c) Minimum level of earnings - The Employer shall not be required to pay superannuation contributions on behalf of any eligible employee who works less than 10 hours per week.
- (d) 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.
- (e) Other contributions - nothing in clause 5.4 shall preclude an employee from making contributions to a Fund in accordance with these provisions.
- (f) Cessation of contributions - the 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 with the contract of employment ceases to exist.
- (g) 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 herein.

#### *5.4.3 Definitions*

- (a) "Approved Fund" means a Fund approved for the purposes of this Award by the Commission as one to which Occupational Superannuation contributions may be made by the Employer on behalf of an employee, as required by this Award. 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 6 consecutive weeks and who has worked a minimum of 60 hours during that period. After completion of the above

qualifying period, superannuation contributions shall then be made in accordance with clause 5.4.2 effective from the commencement of the qualifying period.

- (c) "Fund" - means a Superannuation Fund as defined in the Occupational Superannuation Standards Act 1987 and satisfying the Superannuation Fund conditions in relation to a year of income, as specified in that Act and complying with the operating standards as prescribed by Regulations made under that 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 Superannuation Commissioner.
- (d) "Ordinary time earnings" - means ordinary time earnings in accordance with the applicable superannuation guarantee legislation.

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

- (a) Sunsuper;
- (b) Dairy Farmers Superannuation Plan;
- (c) Any Fund agreed between the Employer and an employee who holds a Certificate issued pursuant to the Act where membership of a Fund cited in an Award or Industrial Agreement would be in conflict with the conscientious beliefs of that employee in terms of the Act.

5.4.5 *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 challenge a Fund on the grounds that it does not meet the requirements of clause 5.4.
- (b) Notwithstanding that the Commission determines that a particular Fund does not meet the requirements of clause 5.4, 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 of clause 5.4.2 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 the clause, the onus of proof shall rest upon the Employer.

5.4.6 *Fund selection*

- (a) The Employer shall not 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 clause 5.4.4, shall be determined by a majority decision of the employees.
- (b) The initial selection of a Fund recognised in clause 5.4.4 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.  
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:

Provided that the provisions of this clause do not preclude the making at any time of an Award within the terms of clause 5.4.4.

5.4.7 *Enrolment*

- (a) The Employer shall as soon as practicable as to both current and further eligible employees:
  - (i) notify each employee of their 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 5.4.4;
  - (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 forms provided by the Employer to enable that employee to become a member of the Fund; and
  - (iv) submit all completed application forms and any other relevant material to the Trustees of the Fund.
- (b) Each employee upon becoming eligible to become a member of the Fund determined in accordance with clause 5.4 shall;

- (i) complete and sign the necessary application forms to enable that employee to become a member of that Fund; and
  - (ii) return such forms to the Employer within 28 days of receipt in order to be entitled to the benefit of contributions prescribed in clause 5.4.2.
- (c) Where the Employer has complied with the requirements of clause 5.4.7(a) and an eligible employee fails to complete, sign and return the application form within 28 days of the receipt by them of that form, then the Employer shall:
- (i) advise an eligible employee in writing of the non-receipt of the application form and further advise the eligible employee that continuing failure to complete, sign and return such form within 14 days could jeopardise their entitlement to the Occupational Superannuation benefit prescribed by clause 5.4.
  - (ii) in the event that an eligible employee fails to complete, sign and return such application form 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 completed and signed application is received by the Employer.
  - (iii) in the event that an eligible employee fails to return a completed and signed application form 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 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 5.4.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Secretary of the Union a copy of each letter forwarded by them to the eligible employee pursuant to clauses 5.4.7(c)(i) and (iii).
- (d) Where the Employer fails to provide an eligible employee with an application form in accordance with clause 5.4.7(a)(iii) they shall be obliged to make contributions as from the date of operation of this clause or from the date an employee became an "eligible employee" if that occurs thereafter provided that an eligible employee completes, signs and returns to the Employer an application form within 28 days of being provided with the application form by the Employer. Where an eligible employee fails to complete, sign and return an application form within such period of 28 days the provisions of clause 5.4.7(c) shall apply.

#### 5.4.8 *Unpaid contributions*

Subject to Chapter 11, Part 2, Division 5 of the Act, and to clause 5.4.5, 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 5.4.2 in respect of any eligible employee the 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 Commissioner under clause 5.4.4, had they been paid in the due dates.

The making of such contributions satisfies the requirements of clause 5.4 excepting that resort to this provision 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.

#### 5.4.9 *Record keeping*

The Employer shall be required to maintain records of time worked for the purposes of establishing the employee's entitlement to Occupational Superannuation, and of payments made to the approved fund in similar form to time and wages records required to be kept in accordance with the Act, and shall have such records available for inspection by an Industrial Inspector or Officer of the Union, authorised pursuant to the Act.

#### 5.4.10 *Exemptions*

The Employer may apply to the Commission for exemption from all or any of the provisions clause 5.4 in the following circumstances:

- (a) incapacity to pay the costs associated with it's implementation; or
- (b) 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 Ordinary hours

- (a) Subject to clause 6.1.2 (Working of 38 hour week), and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:
- (i) 38 hours within a work cycle not exceeding 7 consecutive days; or,
  - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or,
  - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (b) The ordinary hours of work on any day or shift shall be worked continuously except for meal breaks, shall not exceed 10 per day or shift and may be worked on any 5 consecutive days in the week, Monday to Sunday inclusive, subject to the following,
- (i) Ordinary hours worked on a Saturday or Sunday shall be paid at the appropriate week-end rate specified in clause 6.3 (Week-end work).
  - (ii) 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.
  - (iii) The Branch Secretary of the union shall be notified in writing by the Employer within 14 days of the commencement of work under any arrangement of hours which exceeds 8 ordinary hours on any day or shift or which includes a Saturday or Sunday as ordinary hours.
- (c) The ordinary company daily starting and ceasing times shall be as mutually agreed between the Employer and the majority of affected employees in the section or sections concerned.

The ordinary starting and ceasing times of various groups of employees or of individual employees may be altered or staggered provided there is agreement between the Employer and the majority of employees in the section or sections concerned:

Provided that the ordinary starting and ceasing times applicable to employees as at the date of introduction of the 38 hour week shall remain in force until otherwise altered in accordance with clause 6.1.

The Branch Secretary of the Union shall be notified by the Employer in writing within 14 days of commencement of work under any of the above agreed arrangements.

- (d) A daily meal time of not less than 1/2 hour nor more than one hour shall be allowed for day workers in the employee's time, and shall be taken as mutually agreed upon between the Employer and the employees.

Shift employees shall be entitled to a paid crib break of 30 minutes:

Provided that, for all employees, any such meal time shall commence not earlier than 3.5 hours and not later than 6 hours after the ordinary daily commencing time.

- (e) Shift work may be worked in accordance with a roster and conditions as agreed between the Employer and the majority of employees affected in the section or sections concerned.

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

- (f) Employees are required to observe the nominated starting and finishing times for the workday, 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.

- (g) 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 1 x 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 1 x 20 minute rest pause.

#### 6.1.2 Working of 38 hour week

- (a) The 38 hour week shall be worked on one of the following bases, most suitable to the particular business, after consultation with and given 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 clause 6.1.2(a)(i), employees may agree that the ordinary hours of work are to exceed 8 on any day or shift, thus enabling more than one work day to be taken off during a particular work cycle.
- (c) Different methods of working 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 working a 38 hour week.
- (e) The objective of such consultation shall be to reach agreement on the method of working a 38 hour week.
- (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 Union 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 worked from time to time.
- (i) 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 6.1, including clause 6.1.2(h).

## 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 pay rate for the first 3 hours on any one day, after which double time the ordinary pay rate 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 the ordinary pay rate.
- 6.2.4 All work done by employees on their days off shall be paid for at the rate of double time the ordinary pay rate.
- 6.2.5 All work done during the recognised meal period shall be paid for at the rate of double time the ordinary pay rate, such payment to continue until a meal period has commenced. Such meal period shall be of the prescribed duration.

- 6.2.6 Where employees are 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 1/2 hour for a meal in the Employer's time, and a further 1/2 hour in the Employer's time at the completion of every additional 4 hours' overtime worked.
- 6.2.7 Where employees are called to work prior to ordinary commencing time shall be provided with a minimum of 2 hours' work or payment at the appropriate overtime rate.
- 6.2.8 Where employees are 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 6.2.6, or shall be paid in lieu an allowance of \$9.60 for each such meal.
- 6.2.9 Where employees are 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 \$9.60 in lieu.
- 6.2.10 Where employees are called upon to work overtime for more than 2 hours overtime, they shall be allowed 1/2 hour for a meal in the Employer's time and a further 1/2 in the Employer's time at the completion of every 4 additional 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 \$9.60 in lieu, after more than 2 hours' overtime.
- 6.2.12 Where employees have 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 \$9.60 for each meal so provided.

- 6.2.13 Employees who work 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 had 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 the 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 6.2.13 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 Where employees are recalled to perform duty after completion of their normal or prescribed hours or after completion of their rostered shift, and having left the job site or on a rostered day off shall be paid for a minimum of 4 hours' work at the appropriate overtime rate for each time the employee is so recalled:

Provided that, except in the case of unforeseen circumstances the employee shall not be required to work the full 4 hours if the job for which the employee has been recalled is completed within a shorter period; however, should the employee be called out again within that 4 hour period, no further minimum payment shall apply to that work which shall be separately paid for at appropriate overtime rates.

Clause 6.2.14 shall not apply in cases where it is customary or agreed under appropriate consultative arrangements, for an employee to return to the job site out of hours to perform a specific task where standard overtime rates would apply.

Overtime worked in the circumstances specified in this clause shall not be regarded as overtime for the purposes of clause 6.2.13, where actual work is less than 2 hours on such recall or on each of such recalls.

### **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 pay rate. This weekend rate shall not apply when overtime rates apply or to weekend work performed on public holidays when penalty rates apply.

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 the ordinary pay rates.

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

### **7.1 Annual leave**

7.1.1 Every employee (other than a casual employee) covered by this Award, shall at the end of each year of employment, be entitled to an annual leave on full pay, as follows:

(a) not less than 5 weeks if employed on shift work where three shifts per day are worked over a period of 7 days per week;

(b) not less than 4 weeks in any other case.

7.1.2 The annual leave shall be exclusive of any public holiday which may occur during the period of leave and subject to clause 7.1.7, shall be paid for in advance at the ordinary pay rate of wages payable to the employee concerned immediately prior to that holiday, except, where an employee who at the time of commencing leave, is in receipt of a rate in excess of the ordinary rate payable under this Award, the higher rate shall apply.

7.1.3 The annual leave shall be given and taken either in one consecutive period, or 2 periods which shall be of 3 weeks and one or 2 weeks respectively; or if the employee and the Employer agree, in either 2, 3 or 4 separate periods.

7.1.4 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 to the employee, the employee's pay, calculated in accordance with clause 7.1.7, for 4 weeks and also the employee's ordinary pay for any public holiday occurring during such period of 4 weeks. (5 weeks in the case of employees working shifts as described in 7.1.1(a)).

7.1.5 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 to the employee, an amount equal to 1/12th of their pay for the period of their employment calculated in accordance with clause 7.1.7.

7.1.6 Where the Employer closes down an area for the purpose of allowing annual leave and there are employees who have not qualified for the full period of 4 weeks (5 weeks in the case of employees working shifts as described in 7.1.1(a)) annual leave, the Employer may, in respect of such employees:

(a) pay to such employees an amount equivalent to 1/12th of one week's wages for each week of service, and stand them off during the balance of the closing down without pay; or

(b) allow such employees to take full annual leave, in which case no further annual leave shall commence to accrue until after the expiration of the full period which would have qualified the employees for such leave.

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

(a) Shift workers - Subject to clause 7.1.7(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 7.1.7(c), leading hand allowances and amounts of a like nature 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 7.1.7(d), in no case shall the payment by the Employer to an employee be less than the sum of the following amounts:

(i) the employee's ordinary pay rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);

(ii) leading hand allowance or amounts of a like nature;

- (iii) a further amount calculated at the rate of 17 1/2% of the amounts referred to in clauses 7.1.7(c)(i) and 7.1.7(c)(ii);

(d) The provisions of clause 7.1.7(c) shall not apply to the following:

- (i) Any period or periods of annual leave exceeding -
  - (A) 5 weeks in the case of employees employed in the calling where 3 shifts per day are worked over a period of 7 days per week;
  - (B) 4 weeks in any other case.
- (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual holiday payment which is not less favourable to employees.

7.1.8 Annual leave shall be taken at a time that is convenient to the Employer, or at another time if mutually agreed upon.

7.1.9 If the employee and the Employer so agree, the annual leave may be taken wholly or partly in advance before the employee has become entitled to the annual leave. Where the annual leave or any part has been taken before the right to the annual leave has accrued, the right to a further annual leave shall not commence to accrue until after the expiration of the year of employment in respect of which the annual leave or part has been so taken.

## **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 employment with the 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. Payment is made at the ordinary pay rate.
- (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, the employee shall not be entitled to receive, and the Employer shall not be bound to make, payment for more than 494 hours absence from work through illness in any one year.
- (f) Part-time employees accrue sick leave on a proportional basis.

### *7.2.2 Payment*

Every employee absent from work through illness on the production of a certificate from a duly qualified medical practitioner specifying the nature of the illness of the employee, and the period or approximate period during which the employee will be unable to work, or of other evidence of illness to the satisfaction of the Employer, and subject to such employee having promptly notified the Employer of the illness and of the approximate period aforesaid shall, subject as herein provided, be entitled to payment at the ordinary pay rate for all time such employee is so absent from work:

Provided that it shall not be necessary for an employee to produce such a certificate if the absence from work on account of illness does not exceed 2 days and the employee has not been absent on account of illness for more than 3 days in that year of employment.

### *7.2.3 Employee must give notice*

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

### *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 employee has been dismissed or stood down by the Employer, or the employee has by such employee's own action terminated employment with the Employer, for any period not exceeding 3 months.

The period during which the employment of the employee with the Employer shall have been interrupted or determined in any of the circumstances mentioned in clause 7.2 shall not be taken into account in calculating the period of employment of the employee with the Employer.

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

7.2.5 Where the arrangement of ordinary working hours provides for an employee to be off on one or more days in a work cycle, sick leave shall not be payable where the employee is sick on such day or days off.

#### 7.2.6 *Workers' compensation*

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

#### 7.2.7 *Regular pattern of sick leave*

If an employee has shown a regular pattern of sick leave absences over a period of time without production of medical certificates or statutory declarations then the following procedures may be implemented by the Employer:

- (a) The employee will be advised in writing that the Employer has noted the regularity of their sick leave absences, and that for a period of 6 months after such advice any such absences will be monitored by the Employer.
- (b) If the regularity of sick leave absences continues, then a final warning is to be given and if this is disregarded then good grounds will have been established for termination of employment.
- (c) The above procedure does not operate to withdraw the Employer's right to take termination action or other disciplinary action against any employee if that employee has been found guilty of filling out a false sick leave application form and claiming sick leave pay when that person was not genuinely on sick leave. That is a matter relating to fraudulent misrepresentation which may justify instant dismissal.

### **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 An 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 of Australia of an employee's husband, wife, father or mother and where such employee travels outside of Australia to attend the funeral.

7.3.6 Further, upon application by the employee the Employer may at its discretion grant paid leave, to an employee

where the employees circumstance warrant such leave.

#### **7.4 Long service leave**

7.4.1 All employees covered by this Award are entitled to long service leave at the ordinary pay rate under, subject to, and in accordance with, the provisions of the Act:

Provided that employees covered by the terms of this Award may, if mutually agreed between the Employer and the employee, be granted an amount of up to 8.666 weeks' long service leave after having completed a period of 10 years continuous service with the Employer:

Provided further that such period of long service leave granted by the Employer shall be deducted from any period of long service leave legally due in accordance with the provisions of the Act.

7.4.2 Provided that effective 1 January 2005:

- (a) in respect of their service on and from the first full pay period after 1 January 2005, long service leave will accrue at a rate of 1.3 weeks per year of completed continuous service;
- (b) long service leave will be payable on termination after 10 years completed continuous service; and
- (c) pro-rata long service leave will be payable on termination between 7 and 10 years completed continuous service if the employee's service is terminated by the employee's death; or the employee; or the Employer, for a cause other than serious misconduct.

*Note:* Clause 7.4.2 has been inserted as a result of an application to make this Award arising from the decision of the Full Bench of the Commission on 30 June 2004 (and published at (2004) 176 QGIG 494) to move to declare Industrial Agreements obsolete. Given the origin of clause 7.4.2 the provisions contained within it are not to be used as a precedent for any other matter whatsoever.

#### **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 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) Carers' leave for the care and support of the employee's immediate family or household.

#### **7.6 Public holidays**

7.6.1 Subject to clauses 7.6.5 and 7.6.7 all work done by any employee on:

- the 1st January (New Years Day);
- the 26th January (Australia Day);
- 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*

Subject to clauses 7.6.5 and 7.6.7 all full-time or part-time employees covered by this Award are entitled to be paid for the hours they would ordinarily have worked on that day at the ordinary pay rate 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. All work done by any employee on Labour Day will be paid for at the rate of double time and a-half with a minimum of 4 hours.

#### 7.6.3 *Annual show*

Subject to clauses 7.6.5 and 7.6.7 all work done by employees in a district specified from time to time by the Minister by notification published in the *Queensland Government 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 the Employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

#### 7.6.4 *Payment when public holiday not worked*

Full-time and part-time employees shall be entitled to payment, for the hours they would ordinarily have worked on that day, at the ordinary pay rate for the public holidays mentioned in clauses 7.6.1, 7.6.2 and 7.6.3 where such holidays form part of their ordinary weekly hours of work irrespective of the fact that no work is required to be performed on any such day.

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

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

#### 7.6.6 *Stand down*

Any full-time or part-time employee, with 2 weeks' or more 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 for the hours the employee would have ordinarily worked on that day at the employees ordinary pay rate applicable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and New Year's Day.

#### 7.6.7 *Substitution*

Where there is agreement between the Employer and the majority of employees concerned, and subject to statutory limitations, other ordinary working days may be substituted for the public holiday's mentioned in clauses 7.6.1, 7.6.2 and 7.6.3. Where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.

7.6.8 An employee who is absent without notification of illness to the Employer on the working day preceding or the working day following any day of the abovementioned holidays, shall not be entitled to payment for that holiday.

#### 7.6.9 *Payment for work performed outside ordinary hours*

All time worked on any of the public holidays mentioned in clauses 7.6.1, 7.6.2, and 7.6.3 outside the ordinary starting and ceasing times on the day on which such public holiday falls, shall be paid for at double the rate prescribed by this Award for such time when worked outside the ordinary starting and ceasing time on an ordinary working day.

7.6.10 If a public holiday falls on a day on which a full-time or part-time shift worker or other full-time or part-time weekly rostered worker ordinarily works, but the employee due to shift rotation is rostered off, and not required to work and the employer still requires work to be performed on such day, then such employee shall have a day (7.6 hours), or *pro-rata* for part-time employees, added to their annual leave or shall be paid a day's wages (7.6 hours) or *pro-rata* for part-time employees, at the ordinary pay rate.

7.6.11 Each of the public holidays prescribed in clause 7.6 shall be 24 hours duration and shall be deemed to occur from the commencement of the day shift on the morning of the public holiday until the commencement of the day shift on the next following day.

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

(a) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day, all

full-time employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such substituted day shall have a day (7.6 hours) added to their annual leave or shall be paid a day's wages (7.6 hours) at the ordinary pay rate in lieu. Part-time employees will receive such annual leave or payment on a pro-rata basis.

(b) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time the employees ordinary pay rate;

(c) Nothing in clause 7.6.12 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

## **7.7 External Industrial Relations Training Leave**

7.7.1 Upon written application by an employee to the Employer such application being endorsed by the Union and given to the Employer at least one month in advance, such employee shall be granted up to 3 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by external training organisations. The term external training organisation shall include TAFE and other appropriate training providers.

7.7.2 For the purposes of clause 7.7 ordinary pay means at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.

7.7.3 The granting of such leave shall be subject to consultation between the Union and the Employer, having regards to the convenience of the Employer and so that the operations of the Employer will not be unduly affected.

7.7.4 The scope, content and level of the course shall be such as to contribute to a better industrial relations within the Employers' operation.

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

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

7.7.7 The employee, after attendance at such training, shall consult with Employer representatives as to the relevance and quality of the course attended.

## **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 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 commitment to training and skill development is required. Accordingly, the parties commit themselves to:

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

9.1.2 Where training is identified to be undertaken by an employee, the training 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. The Employer shall not unreasonably withhold such paid training leave.

9.1.3 Course costs associated with and incurred on agreed and prescribed courses, shall be reimbursed by the Employer upon production of evidence of such expenditure, and proof of satisfactory progress.

9.1.4 Travel costs incurred in undertaking an agreed prescribed course during ordinary working hours which exceed those normally incurred travelling to and from work shall be reimbursed by the Employer.

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

### **10.1 Working clothes**

10.1.1 The Employer shall supply each employee with 5 sets of working clothes, which shall remain the property of the Employer and be replaced on a "fair wear and tear" basis.

10.1.2 The working clothes shall be laundered free of charge by the Employer or an allowance of \$6.50 per week shall be paid to the employee in lieu of such laundering:

Provided that this allowance shall not be payable for any period of leave.

### **10.2 Protective equipment**

10.2.1 The Employer shall provide all necessary protective equipment and employees shall use such equipment.

10.2.2 Appropriate safety footwear shall be supplied free of charge to employees.

10.2.3 Warm gloves and warm coats shall be provided where employees work in a cold storage room; the gloves and coats to remain the property of the Employer.

10.2.4 In any other case, the item of protective equipment provided shall also remain the property of the Employer.

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

### **Preamble**

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

### **11.1 Right of entry**

11.1.1 *Authorised industrial officer*

(a) An "authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.

(b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

11.1.2 *Entry procedure*

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

#### 11.1.3 *Inspection of records*

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

#### 11.1.4 *Discussions with employees*

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

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

#### 11.1.5 *Conduct*

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

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

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

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;

- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

### **11.3 Union encouragement**

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

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

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

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

#### *11.3.2 Union delegates*

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

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

#### *11.3.3 Deduction of union fees*

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

### **11.4 Posting of Award**

A true copy of this Award must be exhibited in a conspicuous and convenient place on the premises of the employer so as to be easily read by employees.

### **Schedule A - Classification Structure**

Classification	Skills*
Level 1b	An entry level position with no relevant industry experience

Level 1a	Core Skills PLUS any remaining LEVEL 1 skill
Level 2	4 x 2B skills;  OR  2 x 2A skills
Level 3	3 x 2A skills;  OR  4 x 2B skills; and 1 x 2A skill
Level 4	3 x 2A skills; and 3.3 skill (specifically);  OR  4 x 2A skills
Level 5	3 x 2A skills; and 3.3 skill (specifically) and 3.4 skill or 3.5 skill;  OR  4 x 2A skills; and 3.4 skill or 3.5 skill
Level 6	3 x 2A skills; and 3.3 skill; and 3.4 skill or 3.5 skill; and 1x 4 skill;  OR  4 x 2A skills; and 3.4 skill or 3.5 skill; and 1 x 4 skill;
Level 7	3 x 2A skills; and 3.3 skill; and 3.4 skill or 3.5 skill; and 2 x 4 skills;  OR  4 x 2A skills; and 3.4 skills or 3.5 skill; and 2 x 4 skills

\* From attached code list.

CODE	FUNCTION	CODE	FUNCTION
1.1	Communicate workplace information	2A.4	Pick and process orders
1.2	Follow work procedures to maintain health and safety	2A.5	Despatch stock
1.3	Follow work procedures to maintain quality, Implement quality systems and procedures, and Monitor the implementation of quality and food safety programs.	2A.6	Operate a heat treatment process
1.4	Follow work procedures to maintain food safety	2A.7	Operate a homogenisation process
1.5	Clean and sanitise equipment	2A.8	Operate a separation process
1.6	Carry out manual handling tasks.	2A.9	Operate a form, fill, and seal process
1.7	Pack product manually	2A.10	<i>Operate a packaging process</i>
1.8	Perform basic on the job training	2A.11	Operate a holding and storage process

CODE	FUNCTION	CODE	FUNCTION
2B.1	Conduct routine maintenance	2A.12	Operate a drying process
2B.2	Conduct organoleptic tests within the laboratory	2A.13	Operate a butter churning process
2B.3	Collect samples	2A.14	Operate a fermentation process
2B.5	Perform testing within the production process	2A.16	Operate a membrane process
2B.7	Shift materials safely using manual handling methods, Replenish stock, and Operate a forklift	2A.18	Conduct chemical testing (laboratory)
2B.8	Operate pumping equipment	2A.19	Conduct physical testing (laboratory)
2B.9	Operate a mixing/blending process	2A.20	Calibrate and maintain equipment
2B.10	Operate a cooling and hardening process	2A.21	Instruct employees
2B.11	Operate a mixing/blending process	2A.22	Pick and process orders, Despatch stock, and Use infotechnology devices and computer applications in the workplace
2B.12	Operate a curd production and cutting process	2A.23	Operate an evaporation process
2B.13	Operate a cheese pressing and moulding process	3.1	Identify the need for training
2B.14	Perform other cheese processing duties e.g. waxing	3.2	Train small groups
2B.15	Operate a form, fill, and seal process	3.3	Prepare instructions and reports
2B.16	Operate a packaging process	3.4	Operate a process in a production system
2A.1	Clean equipment in place	3.5	Operate a process in a packaging system
2A.2	Replenish stock, Receive stock, Pick and process orders, and Despatch stock	4.1	Co-ordinate the performance of employees
2A.3	Order taking - external customers (finished goods)	4.2	Plan and co-ordinate maintenance
		4.3	Maintain and improve the quality assurance system
		4.4	Co-ordinate warehousing of materials/stock
		4.5	Oversee section/department performance

Note: Where appropriate the classification descriptors have been amended having regard to the existing Food Processing Certificate (Dairy) and the Transport and Distribution (Warehousing) Certificate qualifications. However, the original Queensco-Unity Dairyfoods competency standards which were developed from the December 1994 National Food Industry Training Council Limited Dairy Industry Competency Standards should form the basis for resolution of any disputes relating to interpretation and or appropriate classification levels.

Dated 12 November 2004.

By the Commission,  
[L.S.] G.D. SAVILL,  
Industrial Registrar.

Operative Date: 10 November 2004  
Repeal of Industrial Agreement and New Award - Dairy Products Industry - Queensco-Unity Dairyfoods Co-operative Association Limited and Malanda Dairyfoods Limited Award - State 2004  
Released: 16 December 2004